

<i>SERFF Tracking Number:</i>	<i>CMPL-126533994</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Prudential Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>45188</i>
<i>Company Tracking Number:</i>	<i>PRUDENTIAL GROUP DENTAL</i>		
<i>TOI:</i>	<i>H10G Group Health - Dental</i>	<i>Sub-TOI:</i>	<i>H10G.000 Health - Dental</i>
<i>Product Name:</i>	<i>Prudential Group Dental</i>		
<i>Project Name/Number:</i>	<i>Prudential Group Dental /Prudential Group Dental</i>		

Filing at a Glance

Company: The Prudential Insurance Company of America

Product Name: Prudential Group Dental

SERFF Tr Num: CMPL-126533994 State: Arkansas

TOI: H10G Group Health - Dental

SERFF Status: Closed-Approved-
Closed

Sub-TOI: H10G.000 Health - Dental

Co Tr Num: PRUDENTIAL GROUP State Status: Approved-Closed
DENTAL

Filing Type: Form

Reviewer(s): Rosalind Minor
Disposition Date: 03/29/2010
Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Prudential Group Dental

Status of Filing in Domicile: Not Filed

Project Number: Prudential Group Dental

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer, Association,
Discretionary, Trust, Other

Filing Status Changed: 03/29/2010

Explanation for Other Group Market Type:

Labor Union, Credit Union

State Status Changed: 03/29/2010

Deemer Date:

Created By: Nancy French

Submitted By: Nancy French

Corresponding Filing Tracking Number:

Filing Description:

See Cover Letter

Company and Contact

Filing Contact Information

Nancy French, Product Manager

nfrench@crssolutionsgroup.com

SERFF Tracking Number: CMPL-126533994 State: Arkansas
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TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental
Product Name: Prudential Group Dental
Project Name/Number: Prudential Group Dental /Prudential Group Dental

10921 Reed Hartman Highway 513-984-6050 [Phone]
Suite 334 513-984-7212 [FAX]
Cincinnati, OH 45242

Filing Company Information

(This filing was made by a third party - complianceresearchservicesllc)

The Prudential Insurance Company of America CoCode: 68241 State of Domicile: New Jersey
c/o CRS 10921 Reed Hartman Highway Group Code: 304 Company Type:
Suite 334 Group Name: State ID Number:
Cincinnati, OH 45242 FEIN Number: 22-1211670
(513) 984-6050 ext. [Phone]

Filing Fees

Fee Required? Yes
Fee Amount: \$1,150.00
Retaliatory? No
Fee Explanation: 23 forms x \$50 = 1150.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Prudential Insurance Company of America	\$1,150.00	03/16/2010	34918529

SERFF Tracking Number: CMPL-126533994 State: Arkansas
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Company Tracking Number: PRUDENTIAL GROUP DENTAL
TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental
Product Name: Prudential Group Dental
Project Name/Number: Prudential Group Dental /Prudential Group Dental

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	03/29/2010	03/29/2010

SERFF Tracking Number: *CMPL-126533994* *State:* *Arkansas*
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Product Name: *Prudential Group Dental*
Project Name/Number: *Prudential Group Dental /Prudential Group Dental*

Disposition

Disposition Date: 03/29/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CMPL-126533994 State: Arkansas

Filing Company: The Prudential Insurance Company of America State Tracking Number: 45188

Company Tracking Number: PRUDENTIAL GROUP DENTAL

TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental

Product Name: Prudential Group Dental

Project Name/Number: Prudential Group Dental /Prudential Group Dental

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Authorization	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Supporting Document	Certificate of Compliance with Arkansas Rule and Regulation 19	Approved-Closed	Yes
Form	Group Insurance Contract Cover Page	Approved-Closed	Yes
Form	Group Contract Schedule	Approved-Closed	Yes
Form	Schedule of Premium Rates	Approved-Closed	Yes
Form	General Rules	Approved-Closed	Yes
Form	Modification of the Group Contract	Approved-Closed	Yes
Form	Schedule of Plans	Approved-Closed	Yes
Form	Application	Approved-Closed	Yes
Form	Application	Approved-Closed	Yes
Form	Certificate of Coverage	Approved-Closed	Yes
Form	Table of Contents	Approved-Closed	Yes
Form	Schedule of Benefits (PPO)	Approved-Closed	Yes
Form	Schedule of Benefits (Indemnity)	Approved-Closed	Yes
Form	Definitions (PPO)	Approved-Closed	Yes
Form	Definitions (Indemnity)	Approved-Closed	Yes
Form	Who is Eligible to Become Insured	Approved-Closed	Yes
Form	Special Rules for Groups Previously Covered Under Other Group Dental Coverage	Approved-Closed	Yes
Form	When Your Insurance Ends	Approved-Closed	Yes
Form	Dental Coverage (PPO)	Approved-Closed	Yes
Form	Dental Coverage (Indemnity)	Approved-Closed	Yes
Form	Coordination of Benefits	Approved-Closed	Yes
Form	General Information (PPO)	Approved-Closed	Yes
Form	General Information (Indemnity)	Approved-Closed	Yes
Form	Complaints and Appeals	Approved-Closed	Yes

SERFF Tracking Number: CMPL-126533994 State: Arkansas

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Company Tracking Number: PRUDENTIAL GROUP DENTAL

TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental

Product Name: Prudential Group Dental

Project Name/Number: Prudential Group Dental /Prudential Group Dental

Form Schedule

Lead Form Number: 83500 COV 5040

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 03/29/2010	83500 COV 5040	Policy/Cont	Group Insurance ract/Fratern Contract Cover Page al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		60.000	83500 COV 5040.pdf
Approved-Closed 03/29/2010	83500 GCS 5017	Schedule Pages	Group Contract Schedule	Initial		45.000	83500 GCS 5017.pdf
Approved-Closed 03/29/2010	83500 SPR 5010	Schedule Pages	Schedule of Premium Rates	Initial		43.000	83500 SPR 5010.pdf
Approved-Closed 03/29/2010	83500 GR 5136	Policy/Cont	General Rules ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		53.000	83500 GR 5136.pdf
Approved-Closed 03/29/2010	83500 MOD 5007	Policy/Cont	Modification of the ract/Fratern Group Contract al Certificate: Amendmen t, Insert Page,	Initial		56.000	83500 MOD 5007.pdf

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 TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental
 Product Name: Prudential Group Dental
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Endorsement or Rider

Approved- Closed 03/29/2010	83500 SCH 5012 Pages	Schedule of Plans	Initial	63.000	83500 SCH 5012.pdf
Approved- Closed 03/29/2010	83500 APP 5063 Enrollment Form	Application/ Application	Initial	50.000	83500 APP 5063.pdf
Approved- Closed 03/29/2010	83500 APP 5064 Enrollment Form	Application/ Application	Initial	55.000	83500 APP 5064.pdf
Approved- Closed 03/29/2010	83500 BCT 5037 Certificate of Amendment, Insert Page, Endorsement or Rider	Certificate of Coverage	Initial	53.000	83500 BCT 5037.pdf
Approved- Closed 03/29/2010	83500 BTC 5041 Certificate of Amendment, Insert Page, Endorsement or Rider	Table of Contents	Initial	0.000	83500 BTC 5041.pdf
Approved- Closed 03/29/2010	83500 BSB 5050 Schedule Pages	Schedule of Benefits (PPO)	Initial	56.000	83500 BSB 5050.pdf
Approved- Closed 03/29/2010	83500 BSB 5051 Schedule Pages	Schedule of Benefits (Indemnity)	Initial	56.000	83500 BSB 5051.pdf
Approved- Closed 03/29/2010	83500 DEF 5001 Certificate of Amendment, Insert Page, Endorsement or Rider	Definitions (PPO)	Initial	43.000	83500 DEF 5001.pdf
Approved- Closed 03/29/2010	83500 DEF 5005 Certificate of Amendment, Insert	Definitions (Indemnity)	Initial	43.000	83500 DEF 5005.pdf

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 Product Name: Prudential Group Dental
 Project Name/Number: Prudential Group Dental /Prudential Group Dental

Approved- 83500 BEL	Certificate Who is Eligible to	Initial	58.000	83500 BEL
Closed 5103	Amendmen Become Insured			5103.pdf
03/29/2010	t, Insert Page, Endorseme nt or Rider			
Approved- 83500 BTK	Certificate Special Rules for	Initial	50.000	83500 BTK
Closed 5001	Amendmen Groups Previously			5001.pdf
03/29/2010	t, Insert Covered Under Other Page, Group Dental Endorseme Coverage nt or Rider			
Approved- 83500 BTE	Certificate When Your	Initial	53.000	83500 BTE
Closed 5117	Amendmen Insurance Ends			5117.pdf
03/29/2010	t, Insert Page, Endorseme nt or Rider			
Approved- 83500 DEN	Certificate Dental Coverage	Initial	42.000	83500 DEN R
Closed R 5001	Amendmen (PPO)			5001.pdf
03/29/2010	t, Insert Page, Endorseme nt or Rider			
Approved- 83500 DEN	Certificate Dental Coverage	Initial	41.000	83500 DEN R
Closed R 5003	Amendmen (Indemnity)			5003.pdf
03/29/2010	t, Insert Page, Endorseme nt or Rider			
Approved- 83500 COB	Certificate Coordination of	Initial	51.000	83500 COB
Closed 5019	Amendmen Benefits			5019.pdf
03/29/2010	t, Insert Page, Endorseme			

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Approved- 83500 BGI	Certificate	General Information	Initial	50.000	83500 BGI
Closed 5009	Amendmen (PPO)				5009.pdf
03/29/2010	t, Insert				
	Page,				
	Endorseme				
	nt or Rider				
Approved- 83500 BGI	Certificate	General Information	Initial	52.000	83500 BGI
Closed 5013	Amendmen (Indemnity)				5013.pdf
03/29/2010	t, Insert				
	Page,				
	Endorseme				
	nt or Rider				
Approved- 83500 BCA	Certificate	Complaints and	Initial	37.000	83500 BCA
Closed 5001	Amendmen Appeals				5001.pdf
03/29/2010	t, Insert				
	Page,				
	Endorseme				
	nt or Rider				

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

[751 Broad Street
Newark, New Jersey 07102]

Group Insurance Contract

Contract Holder: [THE ABC COMPANY]

Group Contract No.: [G-XXXXX]

Prudential will provide or pay the benefits described in the Group Insurance Certificate(s) listed in the Schedule of Plans of the Group Contract, subject to the Group Contract's terms. This promise is based on the Contract Holder's application and payment of the required premiums.

All of the provisions of the Group Insurance Certificate(s), attached to and made a part of the Group Contract, apply to the Group Contract as if fully set forth in the Group Contract.

The Group Contract takes effect on the Contract Date, if it is duly attested under the Group Contract Schedule. It continues as long as the required premiums are paid, unless it ends as described in its General Rules.

1 The Group Contract is non-participating. This means that it will not share in Prudential's profits or surplus earnings, and Prudential will pay no dividends on it. [But Prudential may credit the Group Contract with a premium refund as described in the Premium Refund section of the Group Contract.]

The Group Contract is delivered in and is governed by the laws of the Governing Jurisdiction.

[Margaret M. Foran]

John Strangfeld]

2 [Secretary

Chief Executive Officer]

3 [Group Term Life, Accident, Short and Long Term Disability and Dental Coverages]

4 [Notice to Buyer: This is a life, disability, accident and dental contract and it does not pay benefits for loss from sickness except as provided herein. Review your Group Contract carefully. This Group Contract provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.]

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 COV 5040

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as names, addresses and numbers which may be varied.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item may be omitted when the Contract Holder is not eligible for premium refunds.
2. This item may be revised to reflect Prudential's organizational structure.
3. This item may be revised to reflect the coverages under the Group Contract.
4. This item may be revised to reflect the coverages under the Group Contract. This item may be deleted unless required by state law. It may also be revised to accommodate language required by particular states.

Group Contract Schedule

Contract Date: [January 1, 20XX]

Contract Anniversaries: [January 1 of each year, beginning in 20XX]

Premium Due Dates: [The Contract Date, and the first day of the month beginning with February, 20XX]

Governing Jurisdiction: [Sample State]

1 **[Associated Companies:** The DEF Company, The GHI Company]

2 **[Minimum Participation:** 25]

[INCLUDED EMPLOYERS

3 Included Employers under the Group Contract are the Contract Holder and its Associated Companies, if any.

Associated Companies are employers who are the Contract Holder's subsidiaries or affiliates and are listed in the Group Contract Schedule.

An Employee of more than one Included Employer will be considered an Employee of only one of those employers for the purpose of the Group Contract. That Employee's service with all other Included Employers will be treated as service with that one.

On any date when an employer ceases to be an Included Employer, the Group Contract will be considered to end for Employees of that employer. This applies to all of those Employees except those who, on the next day, are still within the Covered Classes of a plan of benefits of the Group Contract as Employees of another Included Employer. The plans of benefits for Covered Classes are listed in the Group Contract's Schedule of Plans.

The Contract Holder must let Prudential know, in writing, when an employer reported as an Associated Company is no longer one of its subsidiaries or affiliates.]

4 **Table of Contents [(as of Contract Date):** The Group Contract includes these forms: Cover, Group Contract Schedule, Schedule of Premium Rates, General Rules, Modification of the Group Contract, Schedule of Plans, Application.]

Attest: _____

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 GCS 5017

There are two types of variable material set forth in brackets within this contract. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as dates and times which may be varied.

The term "Contract Holder" may be replaced by "Employer", "Administrator", the client's legal name or other appropriate term.

The term "Employee" may be replaced by the term "Participant", "Member" or other appropriate term describing a member of the group insured.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item may be omitted or it may be completed with a generic explanation, such as: "Associated Companies are employers who are the Contract Holder's subsidiaries or affiliates and are reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request."
2. This item may be expressed as a percentage of eligible employees or a minimum number of employees or both.
3. This item may be omitted. References to employment may be revised. This item may also be revised to accommodate non-employer groups such as associations, unions or trusts.
4. The list of forms may vary depending on the Contract Holder's plan of benefits. Form numbers or page numbers may also be added or may replace the form names.

Schedule of Premium Rates

[G-XXXXX]

Classes of [Employees] to which this Schedule applies:

[All Classes]

1

[Applicable Coverage]

All Coverages

Monthly Rate Per Employee

The premium rates in effect on the Contract Date are those determined by Prudential. Those rates will be shown on the billing notice(s) sent to the Contract Holder (subject to any subsequent corrections).]

2

[The premium may be adjusted during the term of the contract to reflect changes to the commissions or fees paid to an insurance producer for the contract, if any.]

3

[PERFORMANCE LEVELS]

Prudential and the Contract Holder shall, from time to time, establish the performance service levels for each of the services to be measured, which may include, without limitation, standards for plan administration, customer service, phone service and abandonment rates, and timeliness of enrollment, underwriting and claim transactions. Prudential and the Contract Holder shall mutually agree upon a process for determining whether such performance levels have been met and the amount of any such credit that shall be made as a result of failure to meet such performance levels. Unless Prudential and the Contract Holder mutually agree to another process or timeline, a review of Prudential's performance will be done at the end of each calendar year and any applicable credit will be made on a date determined by Prudential.

Any amounts so credited shall be made by means of an adjustment to retention, or, at the option of the Contract Holder, shall be paid directly by check to the Contract Holder or to a trustee or other party at the Contract Holder's direction.

To the extent any portion of the amounts credited or paid to the Contract Holder is required by law (including the Employee Retirement Income Security Act of 1974, as amended) to be used or applied solely for the benefit of Employees covered under this Group Contract, the Contract Holder agrees to use or apply such portion solely for the benefit of such Employees and to otherwise comply with any of its obligations under ERISA or other applicable law. Any credited amounts due and unpaid at the termination of the Group Contract shall be transferred to the Contract Holder or to a trustee or other party at the Contract Holder's direction for use in connection with the Contract Holder's health and welfare programs. Upon transfer, Prudential shall have no responsibility for the use and/or allocation of any such funds, nor shall Prudential have any continuing obligations under this provision relating to performance levels. This provision does not create any third party beneficiary rights in any insured or other person.]

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 SPR 5010

There are two types of variable material set forth in brackets within this contract. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as coverage names and numbers which may be varied.

The term "Contract Holder" may be replaced by "Employer", "Administrator", the client's legal name or other appropriate term.

The term "Employee" may be replaced by the term "Participant", "Member" or other appropriate term describing a member of the group insured.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes:

1. The coverages included under the Group Contract may be listed with rates shown for each coverage. Rates may be shown on an annual, semi-annual, quarterly or other appropriate basis.
2. This item may be deleted if no commissions or fees are to be paid.
3. This item may be deleted if performance guarantees have not been agreed upon by Prudential and the Contract Holder. It may also be revised to show a different description of the guarantee.

General Rules

A. PAYMENT OF PREMIUMS - GRACE PERIOD.

1 Premiums are to be paid by the Contract Holder to Prudential. Each may be paid at a Prudential office or to one of its authorized agents. One is due on each Premium Due Date stated in the Group Contract Schedule. The Contract Holder may pay each premium other than the first within [$<31 - 120>$ days of the Premium Due Date without being charged interest.] Those days are known as the grace period. The Contract Holder is liable to pay premiums to Prudential for the time the Group Contract is in force.

B. PREMIUM AMOUNTS.

The premium due on each Premium Due Date is the sum of the premium charges for the insurance under the Coverages. Those charges are determined from the premium rates then in effect and the [Employees] then insured.

2 [The following will apply if one or more premiums paid include premium charges for an Employee whose insurance has ended before the due date of that premium. Prudential will not have to refund more than the amount of the premium charges for such Employee that were included in the premiums paid for the two month period immediately before the date Prudential receives written notice from the Contract Holder that the Employee's insurance has ended. This limitation may not apply to any refund that is due to an Employee.]

Premiums may be determined in another way. But it must produce about the same amounts and be agreed to by the Contract Holder and Prudential.

3 [No premium charge will be made for an insured Employee under the Employee Disability Coverage(s) while the Employee:

- (1) is Disabled; and
- (2) is entitled, after the Elimination Period, to benefits under the Long Term Disability Coverage.]

C. PREMIUM RATE CHANGES.

4 The premium rates in effect on the Contract Date are shown in the Group Contract's Schedule of Premium Rates. Prudential has the right to change premium rates[:

- (1) As of any Premium Due Date; and
- (2) As of any date the extent or nature of the risk assumed is changed for any reason, including the reasons shown below:
 - (a) A change occurs in the plan design.
 - (b) A division, subsidiary or associated entity is added or deleted.
 - (c) The number of insured persons changes by 10% or more.
 - (d) A new law or a change in any existing law is enacted which applies to this plan.

(e) A change occurs in the Covered Classes or the membership rules.]

5

[But, unless the Schedule of Premium Rates or an amendment states otherwise, (1) above will not be used to change premium rates:

- for Life Coverages, within 12 months of the Contract Date.
- for Long Term Disability Coverage, within 12 months of the Contract Date.
- for Short Term Disability Coverage, within 12 months of the Contract Date.
- for Dental Coverage, within 12 months of the Contract Date.]

6

[Prudential will tell the Contract Holder when a change in the premium rates is made.]

7

[D. PREMIUM REFUNDS.

Prudential will determine the premium refund, if any, allocable to the Group Contract as of each Contract Anniversary, if the Group Contract stays in force by the payment of all premiums to that date. The premium refund will be credited to the Group Contract as of that date. If the Group Contract ends on a date other than a Contract Anniversary, the premium refund, if any, will be determined and credited to the Group Contract as of that date.

Each premium refund will be paid to the Contract Holder in cash unless the Contract Holder asks that it be applied toward the premium then due. The Contract Holder may also leave premium refunds with Prudential, to accumulate to the Contract Holder's credit while the Group Contract stays in force.

Interest for any period, whether a contract year or part of a contract year, will be computed at such rate or rates as determined by Prudential, prospectively, to apply to such period.

Guaranteed Interest: The interest credited will be <3% - 10%> per year and will be guaranteed for a period of <12 - 24> months. Prudential may change the guaranteed interest rate after the first <12 - 24> months, but it will never be less than 3%. Any such change in the guaranteed interest rate will be determined prospectively by Prudential and will apply for no less than a <12 - 24> month period, or until all the premium refunds are withdrawn in accordance with the Return of Premium Refunds Provision of this Section, if sooner.

Excess Interest: Prudential may credit the premium refunds interest in addition to the guaranteed interest in amounts to be determined from time to time by Prudential.

Return of Premium Refunds: The Contract Holder may withdraw premium refunds at any time. Prudential will pay to the Contract Holder, as a return of premium refunds, any part of the premium refunds requested in advance in writing by the Contract Holder. If the Group Contract ends, any premium refunds still left will then be paid to the Contract Holder.

Interest will be credited: (1) as of each Contract Anniversary after the date the Contract Holder elects to leave premium refunds with Prudential; and (2) as of any other date the Group Contract ends.

Prudential's sole liability as to any premium refund is as set forth above.

Non-profit Clause

This applies if the aggregate premium refunds under the Group Contract and any other group contract(s) of the Contract Holder exceed the aggregate payments toward their cost made from the Contract Holder's own funds. The Contract Holder will see that an amount equal to the excess is applied for the benefit of insured persons.]

[E.] END OF THE GROUP CONTRACT OR OF AN INSURANCE.

During or at End of Grace Period - Failure to Pay Premiums: If any premium is not paid by the end of its grace period, the Group Contract will end when the grace period ends. The Contract Holder may write to Prudential, in advance, to ask that the Group Contract be ended at the end of the period for which premiums have been paid or at any time during the grace period. Then the Group Contract will end on the date requested, but in no event will it end before the date Prudential receives the written request from the Contract Holder.

8

[On a Premium Due Date - Failure to Maintain Insuring Conditions: On any Premium Due Date, Prudential may end the part of the Group Contract for which the Contract Holder has not maintained or provided records requested by Prudential.

On any Premium Due Date, Prudential may also end the part of the Group Contract for Contributory or Non-contributory Employee Insurance or Dependents Insurance under a Coverage if one or more of the following conditions then exists for that part. But notice of its intent to do so must be given to the Contract Holder at least 31 days in advance.

Contributory Insurance: The insured Employees are:

- (1) less than the Minimum Participation Number; or
- (2) less than 75% of the Employees who are eligible to request the insurance; or
- (3) contributing at a rate higher than the maximum, if any, stated in the Group Contract for the insurance.

Non-contributory Insurance: The insured Employees are:

- (1) less than the Minimum Participation Number; or
- (2) contributing for the insurance.

The Minimum Participation Number is shown in the Group Contract Schedule.]

9

[On a Contract Anniversary: Prudential may end the Group Contract on any Contract Anniversary. But notice of its intent to do so must be given to the Contract Holder at least 31 days in advance.]

10

[F. AGE OR CLASS OF RISK ADJUSTMENT.

If an age or class of risk is used to determine the premium charge for an Employee's insurance and the age or class of risk is found to be in error, the premium charge for that insurance will then be adjusted to reflect the correct age or class of risk. If this adjustment results in a change in the amount of premium, any difference between the premium paid and the premium required on the basis of the correct age or class of risk will be paid as follows:

- (1) If the adjustment results in an increased premium, the difference will be paid by the Contract Holder when notified by Prudential.
- (2) If the adjustment results in a decreased premium, the difference will be refunded by Prudential.

If the change in age or class of risk affects the amount of the Employee's insurance under any Coverage, such amount will be changed on the basis of the correct age or class of risk. Any premium adjustment will take this into account.]

[G. EMPLOYEE'S] CERTIFICATE.

Prudential will give the Contract Holder an individual certificate to give each insured [Employee]. It will describe the [Employee's] coverage under the Group Contract. It will include (1) to whom Prudential pays benefits, (2) any protection and rights when the insurance ends, and (3) claim rights and requirements.

[H.] RECORDS - INFORMATION TO BE FURNISHED.

Either the Contract Holder or Prudential, as they agree, will keep a record of the insured [Employees]. It will contain the key facts about their insurance.

At the times set by Prudential, the Contract Holder will send the data required by Prudential to perform its duties under the Group Contract, and to determine the premium rates. All records of the Contract Holder [and of the Administrator] which bear on the insurance must be open to Prudential for its inspection at any reasonable time.

Prudential will not have to perform any duty that depends on such data before it is received in a form that satisfies Prudential. The Contract Holder may correct wrong data given to Prudential, if Prudential has not been harmed by acting on it. [An Employee's] insurance under a Coverage will not be made invalid by failure of the Contract Holder [or the Administrator], due to clerical error, to record or report the [Employee] for that insurance.

[I.] THE CONTRACT - INCONTESTABILITY OF THE CONTRACT.

The entire Group Contract consists of: (1) the Group Insurance Certificate(s) listed in the Schedule of Plans, a copy of which is attached to the Group Contract; (2) all modifications and endorsements to such Group Insurance Certificates which are attached to and made a part of the Group Contract by amendment to the Group Contract; (3) the forms shown in the Table of Contents as of the Contract Date; (4) the Contract Holder's application, a copy of which is attached to the Group Contract; (5) any endorsements or amendments to the Group Contract; and (6) the individual applications, if any, of the persons insured.

No statement of the Contract Holder will be used in any contest of the insurance under the Group Contract.

There will be no contest of the validity of the Group Contract, except for not paying premiums, after it has been in force for one year.

[J.] MODIFICATION OF THE GROUP CONTRACT.

The Group Contract may be amended, at any time, without the consent of the insured [Employees] or of anyone else with a beneficial interest in it. This can be done through written request made by the Contract Holder and agreed to by Prudential. But an amendment will not affect a claim incurred before the date of change.

Only an officer of Prudential has authority: to waive any conditions or restrictions of the Group Contract; or to extend the time in which a premium may be paid; or to make or change a contract; or to bind Prudential by a promise or representation or by information given or received. A Prudential agent is not an officer.

No change in the Group Contract is valid unless shown in:

- (1) an endorsement on it signed by an officer of Prudential; or

(2) an amendment to it signed by the Contract Holder and by an officer of Prudential.

9

[But, a change in the Group Contract may be made in an amendment to it that is signed only by an officer of Prudential if:

- (a) The amendment reflects a change in the Group Contract that has been automatically made to satisfy the requirements of any state or federal law or regulation that applies to the Group Contract, as provided in the Conformity With Law section. This change is known as a Statutory Amendment.
- (b) The amendment reflects a change in Prudential's administration of its group insurance benefits and is intended to apply to all group insurance contracts which are affected by the change. This change is known as a Portfolio Amendment. Prudential will give the Contract Holder written notice of its intent to make a Portfolio Amendment in the Group Contract at least 31 days in advance of the effective date of the Amendment. When the Group Contract is so amended, payment by the Contract Holder of the next premium due under the Group Contract will constitute acceptance of the Portfolio Amendment, unless the Contract Holder has rejected the Amendment, in writing, prior to its effective date.]

11

[K. OTHER GOODS AND SERVICES.

From time to time, Prudential may offer or provide Covered Persons or their Beneficiaries certain goods and services in addition to the insurance coverage. Prudential also may arrange for third party vendors to provide goods and services at a discount (including without limitation financial counseling services, will preparation services, employee assistance programs, identity theft services, bereavement counseling services, family care services, funeral concierge services, and travel assistance related services) to Covered Persons or their Beneficiaries. Though Prudential may make the arrangements, the third party vendors are solely liable for providing the goods and services. Prudential shall not be responsible for providing or failing to provide the goods and services to Covered Persons or their Beneficiaries. Further, Prudential shall not be liable to Covered Persons or their Beneficiaries for the negligent provision of the goods and services by third party vendors.]

12

[L. IDENTIFICATION (ID) CARDS.

Any identification cards (called ID cards below) issued by Prudential in connection with insurance under the dental coverage of the Group Contract are for identification only and remain the property of Prudential. Possession of an ID card does not convey any rights to benefits under the Group Contract. If any Covered Person permits another person to use the Covered Person's ID card, Prudential may invalidate that Covered Person's ID card.]

2

[M. RELATIONSHIP AMONG PARTIES AFFECTED BY THE GROUP CONTRACT.

The relationship between Prudential and any In-Network Dentist is that of an independent contractor. No In-Network Dentist is an agent or employee of Prudential, nor is Prudential or any employee of Prudential an employee or agent of an In-Network Dentist. Each In-Network Dentist will maintain the provider-patient relationship with Covered Persons under the Group Contract and is solely responsible to Covered Persons for all supplies and services furnished to Covered Persons.

The Contract Holder, its agents, representatives or employees, or any Covered Person under the Group Contract is not the agent or representative of Prudential. Prudential will not be liable for any acts or omissions of the Contract Holder, its agents, representatives or employees or of any Covered Person under the Group Contract. Further, the Contract Holder, its agents, representatives or employees, or any Covered Person under the Group Contract will not be liable for any acts or

omissions of Prudential, its agents or employees, or of any dental care provider with which Prudential, its agents or employees make arrangements for furnishing supplies and services to Covered Persons.]

9

[N. CONFORMITY WITH LAW.

If the provisions of the Group Contract do not conform to the requirements of any state or federal law or regulation that applies to the Group Contract, the Group Contract is automatically changed to conform with Prudential's interpretation of the requirements of that law or regulation.]

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 GR 5136

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as numbers, percentages and times which may be varied.

Ranges (e.g., percentages, amounts, times) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will fall within the ranges, but may be revised as appropriate. For example, “30 days” may be changed to “1 month” or “365 days” may be changed to “1 year”.

The term “Contract Holder” may be replaced by “Employer”, the client's legal name or other appropriate term.

The terms “person” or “Employee” may be replaced by the term “Participant”, “Member” or other appropriate term describing a member of the group insured.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item may be revised if the grace period is increased. For example, the sentence may be revised as follows:

The Contract Holder may pay each premium other than the first (a) within 31 days of the Premium Due Date without being charged interest, and (b) within 32 to 90 days of the Premium Due Date with interest.
2. This item may be deleted in whole or in part.
3. This item may be deleted. It may also be revised to waive premiums for Long Term Disability Coverage only.

4. This item may be revised to describe other reasons for premium rate changes.
5. This item may be revised to reflect limitations on premium rate changes. It will be revised to show the applicable time periods for each coverage as agreed to between Prudential and the Contract Holder. This item will never be modified to permit a change in premium rates for life insurance before the first 12 months.
6. This item may be revised to include a specific number of days notice that Prudential will give to the Contract Holder.
7. This item may be deleted in its entirety if the Contract Holder is not entitled to premium refunds. When this item is included, it may be revised as follows:
 - The last sentence of the first paragraph may be deleted.
 - The first sentence of the second paragraph may be deleted, or replaced with the following sentence: “Each premium refund will be applied toward the premium then due.”
 - The provision for leaving premium refunds with Prudential to accumulate may be deleted.
 - The provision for leaving premium refunds with Prudential to accumulate may be revised as follows:
 - (a) “Contract year” may be replaced by a different duration.
 - (b) The guaranteed interest rate may be a higher rate, based on then prevailing market interest rates.
8. This item may be revised as follows:
 - Any termination condition not appropriate to the case may be deleted or modified.
 - The termination conditions may be set forth without reference to the Group Contract Schedule.
9. This item may be deleted.
10. This item may be deleted or may be revised to delete references to class of risk or age.
11. This item may be deleted in whole or part depending on the Other Goods and Services that are included under the Contract as well as who is providing the services. It may also be revised to add other goods and services.

12. This item will be deleted if a Contract Holder's plan does not include dental coverage.

Modification of the Group Contract

[The Group Contract is modified to include the following section:

END OF EMPLOYMENT

An Employee's employment ends when the Employee is no longer actively at work on a full-time basis for the Employer. But, for insurance purposes, the Contract Holder may consider the Employee as still employed and in the Covered Classes for the insurance during certain types of absences from full-time work. The Contract Holder decides which Employees with those types of absences are to be considered as still employed, and for how long. In doing this, the Contract Holder must not discriminate among persons in like situations.

An Employee may be considered as still employed up to any time limit for the Employee's type of absence. When so considered, the Employee's insurance under a Coverage will be continued only while the Employee is paying contributions for it at the time and in the amounts, if any, required by the Contract Holder (whether or not that insurance would otherwise be Non-contributory Insurance). But it will not be continued after it would end for a reason other than end of employment. The types of absences and the time limits are shown below, subject to any exceptions.

TYPES OF ABSENCES AND TIME LIMITS:

For absence due to part-time employment or retirement, there is no time limit.

For absence due to disability, there is no time limit.

For absence due to temporary layoff, the time limit is the end of the contract month following the contract month in which the absence from full-time work starts.

For absence due to leave of absence, there is no time limit.

EXCEPTIONS:

Employee Term Life Coverage

An Employee will not be continued as a member of the Covered Classes beyond the date the Employee gives Prudential written proof of Total Disability. This proof must be given according to the rules of the Extended Death Benefit During Total Disability section of the Coverage.

Retirement is not an eligible type of absence.

Dependents Term Life Coverage

The types of absences and limits for the Employee Term Life Coverage under the Group Contract apply.

Accidental Death and Dismemberment Coverage

Retirement is not an eligible type of absence.

Dental Coverage

Retirement is not an eligible type of absence.]

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 MOD 5007

All of the material on this form is illustrative. This form may be used to modify any provision of the Group Contract.

Schedule of Plans [#1]

Effective: [January 1, 20XX]

Group Contract No.: [G-XXXXX]

This Schedule of Plans sets forth the Plan of Benefits that applies to each Covered Class under the Group Contract listed below as of the Effective Date. The Plan of Benefits for a Covered Class is determined by: (1) the Group Insurance Certificates that apply to the Covered Class; and (2) any modification to those Certificates, provided the modification is listed below or included in an amendment to the Group Contract. A copy of each Certificate and any modification to it is attached to the Group Contract and made a part of it.

Covered Class:

[All Employees included in the Covered Classes of the Group Insurance Certificate(s) listed below.]

Plan of Benefits that Applies to this Covered Class:

- (1) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
 - (a) With the Program Date of January 1, 20XX; and
 - (b) Bearing the code "12345, Dental, All Employees, Ed. 07-20XX, 1".
 - (2) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
 - (a) With the Program Date of January 1, 20XX; and
 - (b) Bearing the code "12345, LIFE-ADD-DEP LIFE, All Employees, Ed. 07-20XX, 2".]
-

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 SCH 5012

The variable material set forth in brackets within this form is Illustrative material.

Illustrative material consists of any entries such as dates, numbers and classes eligible which may be varied.

The term “Employee” may be replaced by the term “Participant”, “Member” or other appropriate term describing a member of the group insured.

The bracketed references will be appropriately modified to reflect grammatical form.

Application to

The Prudential Insurance Company of America (Prudential)

For Group Contract [No. G-XXXXX]

Applicant: [The ABC Company]_____

Address: [100 Main St., Main City, State]_____

The Group Contract is approved and its terms are accepted.

This Application is made in duplicate. One is attached to the Group Contract. The other is to be returned to Prudential.

It is agreed that this Application replaces any prior Application for the Group Contract.

[The ABC Company]
(Full or Corporate Name of Applicant)

Dated at _____
[Main City, State]

By _____
[John Doe, President]
(Signature and Title)

On _____
[January 1, 20XX]

Witness _____
[Richard Roe]
(To be signed by Resident
Agent where required by law)

1 **[NOTICE:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

2 [This Copy is to be Returned to Prudential]

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 APP 5063

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as dates, names, addresses and numbers which may be varied.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item may be revised to accommodate law changes.
2. This item may be deleted.

Application to

The Prudential Insurance Company of America (Prudential)

For Group Contract [No. G-XXXXX]

Applicant: [The ABC Company]

Address: [100 Main St., Main City, State]

The Group Contract is approved and its terms are accepted.

This Application is made in duplicate. One is attached to the Group Contract. The other is to be returned to Prudential.

1

It is agreed that[, for certain Employees,] the Group Contract's coverage replaces [all or a part of the coverage of other group contracts issued by Prudential, as follows:

2

(a) All -- Group Policy No. G-YYYY

(b) Part -- Group Contract No. G-ZZZZ]

[The ABC Company]
(Full or Corporate Name of Applicant)

Dated at [Main City, State]

By [John Doe, President]
(Signature and Title)

On [January 1, 20XX]

Witness [Richard Roe]
(To be signed by Resident
Agent where required by law)

3

[NOTICE: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

4

[This Copy is to be Returned to Prudential]

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 APP 5064

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as dates, names, addresses and numbers which may be varied.

The term "Employee" may be replaced by the term "Participant", "Member" or other appropriate term describing a member of the group insured.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item will describe the Employees for whom the Group Contract's coverage is being rewritten in whole or in part.
2. This item may be revised to refer to replacing "all", "part" or "all or part" of prior Group Contracts.
3. This item may be revised to accommodate law changes.
4. This item may be deleted.

1 [Employee: John Doe]

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Certificate of Coverage

2 **Prudential** certifies that insurance is provided according to the Group Contract(s) for [each Insured Employee. Your Booklet's Schedule of Benefits shows the Contract Holder and the Group Contract Number(s)].

1 [Insured Employee: You are eligible to become insured under the Group Contract if you are in the Covered Classes of the Booklet's Schedule of Benefits and meet the requirements in the Booklet's Who is Eligible section. The When You Become Insured section of the Booklet states how and when you may become insured for the Coverage. Your insurance will end when the rules in the When Your Insurance Ends section so provide. Your Booklet and this Certificate of Coverage together form your Group Insurance Certificate.]

3 [Coverage and Amounts: The available Coverage and the amounts of insurance are described in the Booklet.]

4 [If you are insured, your Booklet and this Certificate of Coverage form your Group Insurance Certificate. Together they replace any older booklets and certificates issued to you for the Coverage in the Booklet's Schedule of Benefits.] All Benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate.

5 **[Right to Examine this Group Insurance Certificate:** You may return this Group Insurance Certificate to Prudential, for any reason, within <10 – 60 days> after you receive it. If you return it within this period, the insurance will be void from the date it would otherwise take effect, and Prudential will refund your contributions, if any.]

Prudential's Address:

The Prudential Insurance Company of America
[751 Broad Street
Newark, New Jersey 07102]

[DENTAL] COVERAGE

[03/01/XX REPLACEMENT OF YOUR
CERTIFICATE OF COVERAGE]

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 BCT 5037

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as coverage names, dates, amounts, times and addresses which may be varied to fit an individual case.

Ranges (e.g., percentages, amounts, times) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will fall within the ranges, but may be revised as appropriate. For example, “30 days” may be changed to “1 month” or “365 days” may be changed to “1 year”.

The term “you” or “Employee” may be replaced by the term “Member”, “Participant” or other appropriate term describing a member of the group insured.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item may be deleted.
2. This item may be revised as applicable to a Contract Holder’s plan. For example, it may be revised to include the insured’s name, the Contract Holder’s name and the Group Contract Number(s).
3. This item may be deleted or may be revised to include the name of the coverage and a description of the amount of insurance.
4. This item may be revised to delete "If you are insured" or the second sentence.
5. This item may be deleted unless required by state law.

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The Prudential Insurance Company of America

Explanation of Variable Language for

83500 BTC 5041

The variable material set forth in brackets within this form is Illustrative material.

Illustrative material consists of any entries such as form names and numbers, which may be varied.

Schedule of Benefits

Covered Classes: [The "Covered Classes" are these Employees of the Contract Holder (and its Associated Companies): All Employees.]

Program Date: [January 1, 20XX]. [This Booklet describes the benefits under the Group Program as of the Program Date.]

- 1
- This Booklet and the Certificate of Coverage together form your Group Insurance Certificate. The Coverage in this Booklet is insured under a Group Contract issued by Prudential. All benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate. It alone forms the agreement under which payment of insurance is made.
 - The Contract Holder expects to continue the Group Program indefinitely. But the Contract Holder reserves the right to change or end it at any time. This would change or end the terms of the Group Program in effect at that time for active and retired Employees.]

2

DENTAL COVERAGE [FOR YOU AND YOUR QUALIFIED DEPENDENTS]

BENEFIT

BENEFIT AMOUNT AND HIGHLIGHTS

3

Covered Percentage:

[In-Network

Out-of-Network

Type I Services

<50% - 100%>

<50% - 100%>

Type II Services

<0% - 100%>

<0% - 100%>

Type III Services

<0% - 100%>

<0% - 100%>

Type IV (Orthodontic) Services

<0% - 100%

<0% - 100%]

4

[Deductibles:

In-Network

Out-of-Network

Yearly Individual Deductible

<\$0 - \$250> for these Covered Services combined: Type II and Type III

<\$0 - \$250> for these Covered Services combined: Type II and Type III

Yearly Family Deductible

<\$0 - \$750> for these Covered Services combined: Type II and Type III

<\$0 - \$750> for these Covered Services combined: Type II and Type III

Lifetime Individual Deductible

<\$0 - \$250> for Type IV (Orthodontic) Covered Services

<\$0 - \$250> for Type IV (Orthodontic) Covered Services]

5

[Maximum Benefit:

In-Network

Out-of-Network

Yearly Individual Maximum

<\$500 - \$5,000> for these Covered Services combined: Type I, Type II and Type III

<\$500 - \$5,000> for these Covered Services combined: Type I, Type II and Type III

Lifetime Individual Maximum for Type IV (Orthodontic) Services	<\$0 - \$5,000>	<\$0 - \$5,000>]
--	-----------------	------------------

[Benefit Waiting Period: The Benefit Waiting Period for each Type of Covered Services is shown below:

Covered Services:

Benefit Waiting Period:

Type I

None

Type II

<0 – 18 months>

Type III

<0 – 18 months>

Type IV (Orthodontic)

<0 – 24 months>

"Benefit Waiting Period" means the period of time during which the Dental Coverage for a Covered Person must be in force before benefits may become payable for Covered Services.]

[Rollover of Yearly Individual Maximum for Type I, II and III Covered Services: A Covered Person may be eligible for a rollover of a portion of the person's unused Yearly Individual Maximum for Type I, II and III Covered Services as follows:

A Covered Person may be entitled to a Reward if:

- (1) The person submits at least one claim for Covered Services during a calendar year; and
- (2) In that calendar year, the person receives benefits that are in excess of any Deductible, and that, in total, do not exceed the Rollover Threshold.

Rewards can accrue and are stored in a Covered Person's Bank. If a Covered Person reaches the person's Yearly Individual Maximum for Type I, II and III Covered Services, Prudential will pay benefits up to the amount stored in the person's Bank. The amount of Reward stored in the Bank may not be greater than the Bank Maximum.

A Covered Person's Bank may be eliminated, and the accrued Reward lost, if the person has a break in coverage of any length of time, for any reason.

The amounts of the Dental Coverage's Rollover Threshold, Reward, and Bank Maximum are:

- Rollover Threshold \$500.00
- Reward \$250.00
- Bank Maximum \$1,000.00

If the Dental Coverage in this Group Insurance Certificate has a Program Date in October, November or December, this rollover provision will not apply until January 1 of the first full calendar year. And, if the Dental Coverage for a Covered Person takes effect in October, November or December, this rollover provision will not apply to the person until January 1 of the next full calendar year. In either case:

- Only claims incurred on or after January 1 will count toward the Rollover Threshold; and
- Rewards will not be applied to a Covered Person's Bank until the calendar year that starts one year from the date the rollover provision first applies.

If charges for any dental services are not payable for a Covered Person for a period described in the Late Enrollment or Re-enrollment provision of the When You Become Insured section, this rollover provision will not apply to the person until the end of that period. And, if that period ends within the three months prior to the start of the next calendar year:

- This rollover provision will not apply to the person until the next calendar year; and
- Only claims incurred on or after the start of the next calendar year will count toward the Rollover Threshold; and
- Rewards will not be applied to the person's Bank until the calendar year that starts one year from the date the rollover provision first applies.

Some of the terms used in this provision:

- **Bank:** The amount of a Covered Person's accrued Reward.
- **Bank Maximum:** The maximum amount of Reward that a Covered Person can store in the person's Bank.
- **Reward:** The dollar amount which may be added to a Covered Person's Bank when the person receives benefits in a calendar year that do not exceed the Rollover Threshold.
- **Rollover Threshold:** The maximum amount of benefits that a Covered Person can receive during a calendar year and still be entitled to receive a Reward.]

8 **[Rules for Coordination of Benefits with Other Coverage:** The dental care benefits of the Group Contract may be reduced because of those from other sources. See the pages with those rules.]

OTHER INFORMATION

Contract Holder: [ABC COMPANY]

Group Contract No.: [G-12345]

9 **[Associated Companies:** Associated Companies are employers who are the Contract Holder's subsidiaries or affiliates and are reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request. This Certificate applies to the Contract Holder and its Associated Companies, if any.]

10 **[Employment Waiting Period:** You may need to work for the Employer for a continuous full-time period before you become eligible for the Coverage. The period must be agreed upon by the Employer and Prudential. Your Employer will inform you of any such Employment Waiting Period for your class.]

11 **Cost of Insurance:** [The insurance in this Booklet is Contributory Insurance. You will be informed of the amount of your contribution when you enroll.]

12

[Complaints and Notices: Complaints and notices should be sent to:

The Prudential Insurance Company of America
Customer Services Department
123 Main Street
City, State XXXXX

Telephone: XXX-XXX-XXXX

If Prudential fails to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201
(501) 371-2640 or (800) 852-5494]

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 BSB 5050

There are two types of variable material set forth in brackets within this certificate. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as dates, names, addresses, numbers, percentages, classes eligible, amounts and, times which may be varied.

Ranges (e.g., percentages, amounts, times) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will always fall within the ranges, but may be revised as appropriate. For example, “30 days” may be changed to “1 month” or “365 days” may be changed to “1 year”.

The term “Contract Holder” may be replaced by “Employer” or other appropriate term.

The terms “you”, “person”, “Covered Person” or “Employee” may be replaced by the term “member”, “participant” or other appropriate term describing a member of the group insured.

The Benefit Table may be replaced by a description of the benefits (percentages, maximums, deductibles, etc.) in paragraph format.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by margin notes. Specific variable material will be changed only as indicated in the marginal note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item contains introductory information that may be deleted. It may also be expanded or revised as applicable to the Contract Holder’s plan. For example, reference to retired employees may be deleted if there is no coverage for retired employees.
2. This item may be revised to reflect only employee coverage or only dependents coverage.
3. This item may be revised as applicable to a Contract Holder’s plan. For example:

- This item may be deleted and replaced with a percentage.
 - The references to "In-Network" and "Out-of-Network" and the corresponding percentages may be deleted or combined.
 - Any Type of Service may be deleted.
 - Type IV services may specify whether they apply to child only or also to the employee or other dependents.
4. This item may be deleted in whole or in part or revised as applicable to a Contract Holder's plan. For example, deductibles may be added for Type I Services, there may be a lifetime deductible for any of the types of Services, or there may be combined deductibles for In-Network or Out-of-Network. The family deductible may be described by a number of individual deductibles which must be met, rather than a dollar amount. In addition, Type IV services may specify whether they apply to child only or also to the employee or other dependents.
 5. This item may be deleted in whole or in part or revised as applicable to a Contract Holder's plan. For example, a lifetime maximum may be added or there may be combined maximums for In-Network or Out-of-Network. In addition, Type IV services may specify whether they apply to child only or also to the employee or other dependents.
 6. This item may be deleted in whole or in part or revised as follows:
 - It may be limited to a certain period of time (e.g., for three years, until the first contract anniversary).
 - It may be limited to late enrollees or re-enrollees.
 - It may apply to everyone except late enrollees or re-enrollees. In this case, it may cross-reference a late entrant penalty provision appearing on another form.
 - In addition, Type IV services may specify whether they apply to child only or also to the employee or other dependents.
 7. This item may be deleted in whole or in part or revised to reflect a "benefit year" instead of a "calendar year".
 8. This item may be deleted.
 9. This item may be deleted, revised or replaced with a list of associated companies.

10. This item may be deleted if inapplicable to a particular plan or if the information is shown elsewhere in the certificate. It may also be replaced by a specific time period.
11. This item may be revised if the insurance is Non-Contributory Insurance or partly Contributory and partly Non-Contributory.
12. This item may be deleted if this information is shown elsewhere in the certificate.

Schedule of Benefits

Covered Classes: [The “Covered Classes” are these Employees of the Contract Holder (and its Associated Companies): All Employees.]

Program Date: [January 1, 20XX]. [This Booklet describes the benefits under the Group Program as of the Program Date.

- This Booklet and the Certificate of Coverage together form your Group Insurance Certificate. The Coverage in this Booklet is insured under a Group Contract issued by Prudential. All benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate. It alone forms the agreement under which payment of insurance is made.
- The Contract Holder expects to continue the Group Program indefinitely. But the Contract Holder reserves the right to change or end it at any time. This would change or end the terms of the Group Program in effect at that time for active and retired Employees.]

DENTAL COVERAGE [FOR YOU AND YOUR QUALIFIED DEPENDENTS]

BENEFIT

BENEFIT AMOUNT AND HIGHLIGHTS

Covered Percentage:

Type I Services	<50% - 100%>
Type II Services	<0% - 100%>
Type III Services	<0% - 100%>
Type IV (Orthodontic) Services	<0% - 100%]

[Deductibles:

Yearly Individual Deductible	<\$0 - \$250> for these Covered Services combined: Type II and Type III
Yearly Family Deductible	<\$0 - \$750> for these Covered Services combined: Type II and Type III
Lifetime Individual Deductible	<\$0 - \$250> for Type IV (Orthodontic) Covered Services]

[Maximum Benefit:

Yearly Individual Maximum	<\$500 - \$5,000> for these Covered Services combined: Type I, Type II and Type III
Lifetime Individual Maximum for Type IV (Orthodontic) Services	<\$0 - \$5,000>]

6

[Benefit Waiting Period: The Benefit Waiting Period for each Type of Covered Services is shown below:

Covered Services:	Benefit Waiting Period:
Type I	None
Type II	<0 – 18 months>
Type III	<0 – 18 months>
Type IV (Orthodontic)	<0 – 24 months>

"Benefit Waiting Period" means the period of time during which the Dental Coverage for a Covered Person must be in force before benefits may become payable for Covered Services.]

7

[Rollover of Yearly Individual Maximum for Type I, II and III Covered Services: A Covered Person may be eligible for a rollover of a portion of the person's unused Yearly Individual Maximum for Type I, II and III Covered Services as follows:

A Covered Person may be entitled to a Reward if:

- (1) The person submits at least one claim for Covered Services during a calendar year; and
- (2) In that calendar year, the person receives benefits that are in excess of any Deductible, and that, in total, do not exceed the Rollover Threshold.

Rewards can accrue and are stored in a Covered Person's Bank. If a Covered Person reaches the person's Yearly Individual Maximum for Type I, II and III Covered Services, Prudential will pay benefits up to the amount stored in the person's Bank. The amount of Reward stored in the Bank may not be greater than the Bank Maximum.

A Covered Person's Bank may be eliminated, and the accrued Reward lost, if the person has a break in coverage of any length of time, for any reason.

The amounts of the Dental Coverage's Rollover Threshold, Reward, and Bank Maximum are:

- Rollover Threshold \$500.00
- Reward \$250.00
- Bank Maximum \$1,000.00

If the Dental Coverage in this Group Insurance Certificate has a Program Date in October, November or December, this rollover provision will not apply until January 1 of the first full calendar year. And, if the Dental Coverage for a Covered Person takes effect in October, November or December, this rollover provision will not apply to the person until January 1 of the next full calendar year. In either case:

- Only claims incurred on or after January 1 will count toward the Rollover Threshold; and
- Rewards will not be applied to a Covered Person's Bank until the calendar year that starts one year from the date the rollover provision first applies.

If charges for any dental services are not payable for a Covered Person for a period described in the Late Enrollment or Re-enrollment provision of the When You Become Insured section, this rollover

provision will not apply to the person until the end of that period. And, if that period ends within the three months prior to the start of the next calendar year:

- This rollover provision will not apply to the person until the next calendar year; and
- Only claims incurred on or after the start of the next calendar year will count toward the Rollover Threshold; and
- Rewards will not be applied to the person's Bank until the calendar year that starts one year from the date the rollover provision first applies.

Some of the terms used in this provision:

- **Bank:** The amount of a Covered Person's accrued Reward.
- **Bank Maximum:** The maximum amount of Reward that a Covered Person can store in the person's Bank.
- **Reward:** The dollar amount which may be added to a Covered Person's Bank when the person receives benefits in a calendar year that do not exceed the Rollover Threshold.
- **Rollover Threshold:** The maximum amount of benefits that a Covered Person can receive during a calendar year and still be entitled to receive a Reward.]

8 **[Rules for Coordination of Benefits with Other Coverage:** The dental care benefits of the Group Contract may be reduced because of those from other sources. See the pages with those rules.]

OTHER INFORMATION

Contract Holder: [ABC COMPANY]

Group Contract No.: [G-12345]

9 **[Associated Companies:** Associated Companies are employers who are the Contract Holder's subsidiaries or affiliates and are reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request. This Certificate applies to the Contract Holder and its Associated Companies, if any.]

10 **[Employment Waiting Period:** You may need to work for the Employer for a continuous full-time period before you become eligible for the Coverage. The period must be agreed upon by the Employer and Prudential. Your Employer will inform you of any such Employment Waiting Period for your class.]

11 **Cost of Insurance:** [The insurance in this Booklet is Contributory Insurance. You will be informed of the amount of your contribution when you enroll.]

12

[Complaints and Notices: Complaints and notices should be sent to:

The Prudential Insurance Company of America
Customer Services Department
123 Main Street
City, State XXXXX

Telephone: XXX-XXX-XXXX

If Prudential fails to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201
(501) 371-2640 or (800) 852-5494]

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 BSB 5051

There are two types of variable material set forth in brackets within this certificate. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as dates, names, addresses, numbers, percentages, classes eligible, amounts and, times which may be varied.

Ranges (e.g., percentages, amounts, times) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will always fall within the ranges, but may be revised as appropriate. For example, “30 days” may be changed to “1 month” or “365 days” may be changed to “1 year”.

The term “Contract Holder” may be replaced by “Employer” or other appropriate term.

The terms “you”, “person”, “Covered Person” or “Employee” may be replaced by the term “member”, “participant” or other appropriate term describing a member of the group insured.

The Benefit Table may be replaced by a description of the benefits (percentages, maximums, deductibles, etc.) in paragraph format.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by margin notes. Specific variable material will be changed only as indicated in the marginal note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item contains introductory information that may be deleted. It may also be expanded or revised as applicable to the Contract Holder’s plan. For example, reference to retired employees may be deleted if there is no coverage for retired employees.
2. This item may be revised to reflect only employee coverage or only dependents coverage.
3. This item may be revised as applicable to a Contract Holder’s plan. For example:

- This item may be deleted and replaced with a percentage.
 - The corresponding percentages may be deleted.
 - Any Type of Service may be deleted.
 - Type IV services may specify whether they apply to child only or also to the employee or other dependents.
4. This item may be deleted in whole or in part or revised as applicable to a Contract Holder's plan. For example, deductibles may be added for Type I Services, there may be a lifetime deductible for any of the types of Services. The family deductible may be described by a number of individual deductibles which must be met, rather than a dollar amount. In addition, Type IV services may specify whether they apply to child only or also to the employee or other dependents.
 5. This item may be deleted in whole or in part or revised as applicable to a Contract Holder's plan. For example, a lifetime maximum may be added. In addition, Type IV services may specify whether they apply to child only or also to the employee or other dependents.
 6. This item may be deleted in whole or in part or revised as follows:
 - It may be limited to a certain period of time (e.g., for three years, until the first contract anniversary).
 - It may be limited to late enrollees or re-enrollees.
 - It may apply to everyone except late enrollees or re-enrollees. In this case, it may cross-reference a late entrant penalty provision appearing on another form.
 - In addition, Type IV services may specify whether they apply to child only or also to the employee or other dependents.
 7. This item may be deleted in whole or in part or revised to reflect a "benefit year" instead of a "calendar year".
 8. This item may be deleted.
 9. This item may be deleted, revised or replaced with a list of associated companies.
 10. This item may be deleted if inapplicable to a particular plan or if the information is shown elsewhere in the certificate. It may also be replaced by a specific time period.

11. This item may be revised if the insurance is Non-Contributory Insurance or partly Contributory and partly Non-Contributory.
12. This item may be deleted if this information is shown elsewhere in the certificate.

Definitions

1 **[Actively at Work:** This means that you are actively at work on a full-time basis at the Employer's place of business or at any other place that the Employer's business requires you to go. You are considered actively at work during weekends or Employer-approved vacations, holidays or business closures if you were actively at work on the last scheduled work day preceding such time off.]

2 **[Annual Enrollment Period:** The period of time occurring at least once annually during which you may enroll for Coverage or make changes to your existing Coverage.]

3 **[Contributory Insurance, Non-contributory Insurance:** Contributory Insurance is insurance for which you must contribute toward the cost of the premium. Non-contributory Insurance is insurance for which the Employer pays the entire premium. The Schedule of Benefits shows whether insurance under the Coverage is Contributory Insurance or Non-contributory Insurance.]

Coverage: A part of the [Booklet] consisting of:

- (1) A benefit page labeled as a Coverage in its title.
- (2) Any page or pages that continue the same kind of benefits.

4 [(3) A Schedule of Benefits entry and other benefit pages or forms that by their terms apply to that kind of benefits.]

5 **[Covered Percentage:** This means:

- for a Covered Service performed by an In-Network Dentist, the percentage of the Maximum Allowable Charge that Prudential will pay for such services after any required Deductible is satisfied; and
- for a Covered Service performed by an Out-of-Network Dentist, the percentage of the Reasonable and Customary Charge that Prudential will pay for such services after any required Deductible is satisfied.]

6 **Covered Person under the Coverage:** [An Employee who is insured for Employee Insurance under that Coverage; a Qualified Dependent for whom an Employee is insured for Dependents Insurance, if any, under that Coverage].

7 **Covered Service:** A dental service used to treat [your or your Qualified Dependent's] dental condition which is:

- prescribed or performed by a Dentist while such person is insured for this Dental Coverage;
- Dentally Necessary to treat the condition; and
- described in the Coverage.

8 **[Deductible:** The amount you or your Qualified Dependents must pay before Prudential will pay for Covered Services.]

Dentally Necessary: This means that a dental service or treatment is performed in accordance with generally accepted dental standards as determined by Prudential and is:

- necessary to treat decay, disease or injury of the teeth; or
- essential for the care of the teeth and supporting tissues of the teeth.

Dentist: A person who is:

- a licensed dentist acting within the scope of the dental profession; or
- any other Doctor furnishing dental services that the Doctor is licensed to perform.

The term does not include:

- you;
- your Spouse [or Domestic Partner]; or
- any member of your immediate family, including your or your Spouse's [or Domestic Partner's]: parents; children; siblings; grandparents; or grandchildren.

9

9

10

[Dependents Insurance: Insurance on the person of a dependent.]

Doctor: A licensed practitioner of the healing arts acting within the scope of the license.

2

[Employee: A person employed by the Employer; a proprietor or partner of the Employer. The term also applies to that person for any rights after insurance ends.]

10

[Employee Insurance: Insurance on the person of an Employee.]

10

[The Employer: Collectively, all employers included under the Group Contract.]

10

[Family: You and your Qualified Dependents who are Covered Persons.]

10

[Injury: Injury to the body of a Covered Person.]

In-Network Dentist: A dentist who has a contractual agreement with Prudential, directly or indirectly, to accept the Maximum Allowable Charge as payment in full for a dental service.

Maximum Allowable Charge: The lesser of:

- the amount charged by the Dentist; or
- the maximum amount which the In-Network Dentist has agreed to accept as payment in full for the dental service provided to a Covered Person under the Group Contract.

Medicaid: Title XIX (Grants to States for Medical Assistance Programs) of the United States Social Security Act, as amended from time to time.

Medicare: Title XVIII (Health Insurance for the Aged and Disabled) of the United States Social Security Act, as amended from time to time.

Out-of-Network Dentist: A dentist who does not have a contractual arrangement with Prudential, directly or indirectly, to participate as an In-Network Dentist.

Proof: Written evidence satisfactory to Prudential that [a person has] satisfied the conditions and requirements for any benefit described in this Group Insurance Certificate. When a claim is made for any benefit described in this Group Insurance Certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Prudential's obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

Prudential: The Prudential Insurance Company of America.

1

[Qualifying Life Event: A qualifying life event includes:

- Marriage, divorce, legal separation or annulment.
- Becoming or ceasing to be a Domestic Partner.
- Birth, adoption or placement for adoption of a child.
- A change in the number of your Qualified Dependents.
- A change in your or your Qualified Dependent's employment status (including a change in work site or change in place of residence) if it causes you or your dependent to gain or lose eligibility for group coverage.
- You previously did not enroll for coverage for you or your Qualified Dependent because you had other group coverage, but that coverage has ceased due to:
 - loss of eligibility for the other group coverage;
 - COBRA continuation of the other group coverage becoming exhausted; or
 - attainment of the other group coverage's lifetime limit on all benefits.
- You or your Qualified Dependent become entitled to Medicare or Medicaid coverage or lose entitlement to Medicare or Medicaid eligibility.]

1

[Reasonable and Customary Charge: This means the least of:

- the Dentist's actual charge for the services or supplies (or, if the provider of the service or supplies is not a Dentist, such other provider's actual charge for the services of supplies) (the "Actual Charge"); or
- the usual charge by the Dentist or other provider of the services or supplies for the same or similar services or supplies (the "Usual Charge"); or
- the usual charge of other Dentists or other providers in the same geographic area equal to the <60th - 100th> percentile of charges as determined by Prudential (the "Customary Charge").]

10

[Sickness: Any disorder of the body or mind of a Covered Person, but not an injury.]

Written or Writing: A record which is on or transmitted by paper or electronic media which is acceptable to Prudential and consistent with applicable law.

Year or Yearly: The 12 month period that begins [January 1].

You: [An Employee].

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 DEF 5001

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as numbers, dates, percentages and times which may be varied.

Ranges (e.g., percentages, amounts, times) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will fall within the ranges.

The terms, "you", "person" or "Employee" may be replaced by the term "Participant", "Member" or other appropriate term describing a member of the group insured.

Any of the items appearing in the Definitions section may be moved to other forms.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item may be deleted in whole or in part or revised as applicable to the Contract Holder's plan.
2. This item may be deleted in whole or in part.
3. This item may be deleted in whole or in part or revised to delete the references to either Contributory or Non-contributory.
4. This item may be deleted or may refer to additional forms.
5. This item may be replaced by the following:

Covered Percentage: The percentage of the Maximum Allowable Charge that Prudential will pay for a Covered Service performed by an In-Network Dentist or an Out-of-Network Dentist after any required Deductible is satisfied.

6. This item may be revised to delete the reference to an Employee or to a Qualified Dependent.
7. This item may be revised to delete the reference to "your" or to "your Qualified Dependent's".
8. This item may be deleted or revised to delete the reference to you or to your Qualified Dependents.
9. This item will be deleted if not permitted by state law. This reference may also be revised to show alternate eligibility where required or permitted by state law. For example, Domestic Partner may be changed to Registered Domestic Partner or Civil Union Partner in the states where it is required.
10. This item may be deleted.

Definitions

1 **[Actively at Work:** This means that you are actively at work on a full-time basis at the Employer's place of business or at any other place that the Employer's business requires you to go. You are considered actively at work during weekends or Employer-approved vacations, holidays or business closures if you were actively at work on the last scheduled work day preceding such time off.]

2 **[Annual Enrollment Period:** The period of time occurring at least once annually during which you may enroll for Coverage or make changes to your existing Coverage.]

3 **[Contributory Insurance, Non-contributory Insurance:** Contributory Insurance is insurance for which you must contribute toward the cost of the premium. Non-contributory Insurance is insurance for which the Employer pays the entire premium. The Schedule of Benefits shows whether insurance under the Coverage is Contributory Insurance or Non-contributory Insurance.]

Coverage: A part of the [Booklet] consisting of:

- (1) A benefit page labeled as a Coverage in its title.
- (2) Any page or pages that continue the same kind of benefits.

4 [(3) A Schedule of Benefits entry and other benefit pages or forms that by their terms apply to that kind of benefits.]

Covered Percentage: The percentage of the Reasonable and Customary Charge that Prudential will pay for a Covered Service performed by a Dentist after any required Deductible is satisfied.

5 **Covered Person under the Coverage:** [An Employee who is insured for Employee Insurance under that Coverage; a Qualified Dependent for whom an Employee is insured for Dependents Insurance, if any, under that Coverage].

6 **Covered Service:** A dental service used to treat [your or your Qualified Dependent's] dental condition which is:

- prescribed or performed by a Dentist while such person is insured for this Dental Coverage;
- Dentally Necessary to treat the condition; and
- described in the Coverage.

7 **[Deductible:** The amount you or your Qualified Dependents must pay before Prudential will pay for Covered Services.]

Dentally Necessary: This means that a dental service or treatment is performed in accordance with generally accepted dental standards as determined by Prudential and is:

- necessary to treat decay, disease or injury of the teeth; or
- essential for the care of the teeth and supporting tissues of the teeth.

Dentist: A person who is:

- a licensed dentist acting within the scope of the dental profession; or

- any other Doctor furnishing dental services that the Doctor is licensed to perform.

The term does not include:

- you;
- 8 your Spouse [or Domestic Partner]; or
- 8 any member of your immediate family, including your or your Spouse's [or Domestic Partner's]: parents; children; siblings; grandparents; or grandchildren.

9 **[Dependents Insurance:** Insurance on the person of a dependent.]

Doctor: A licensed practitioner of the healing arts acting within the scope of the license.

2 **[Employee:** A person employed by the Employer; a proprietor or partner of the Employer. The term also applies to that person for any rights after insurance ends.]

9 **[Employee Insurance:** Insurance on the person of an Employee.]

9 **[The Employer:** Collectively, all employers included under the Group Contract.]

9 **[Family:** You and your Qualified Dependents who are Covered Persons.]

9 **[Injury:** Injury to the body of a Covered Person.]

Medicaid: Title XIX (Grants to States for Medical Assistance Programs) of the United States Social Security Act, as amended from time to time.

Medicare: Title XVIII (Health Insurance for the Aged and Disabled) of the United States Social Security Act, as amended from time to time.

Proof: Written evidence satisfactory to Prudential that [a person has] satisfied the conditions and requirements for any benefit described in this Group Insurance Certificate. When a claim is made for any benefit described in this Group Insurance Certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Prudential's obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

Prudential: The Prudential Insurance Company of America.

1 **[Qualifying Life Event:** A qualifying life event includes:

- Marriage, divorce, legal separation or annulment.
- Becoming or ceasing to be a Domestic Partner.
- Birth, adoption or placement for adoption of a child.
- A change in the number of your Qualified Dependents.

- A change in your or your Qualified Dependent's employment status (including a change in work site or change in place of residence) if it causes you or your dependent to gain or lose eligibility for group coverage.
- You previously did not enroll for coverage for you or your Qualified Dependent because you had other group coverage, but that coverage has ceased due to:
 - loss of eligibility for the other group coverage;
 - COBRA continuation of the other group coverage becoming exhausted; or
 - attainment of the other group coverage's lifetime limit on all benefits.
- You or your Qualified Dependent become entitled to Medicare or Medicaid coverage or lose entitlement to Medicare or Medicaid eligibility.]

10

[Reasonable and Customary Charge: This means the least of:

- the Dentist's actual charge for the services or supplies (or, if the provider of the service or supplies is not a Dentist, such other provider's actual charge for the services of supplies) (the "Actual Charge"); or
- the usual charge by the Dentist or other provider of the services or supplies for the same or similar services or supplies (the "Usual Charge"); or
- the usual charge of other Dentists or other providers in the same geographic area equal to the <60th - 100th> percentile of charges as determined by Prudential (the "Customary Charge").]

9

[Sickness: Any disorder of the body or mind of a Covered Person, but not an injury.]

Written or Writing: A record which is on or transmitted by paper or electronic media which is acceptable to Prudential and consistent with applicable law.

Year or Yearly: The 12 month period that begins [January 1].

You: [An Employee].

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 DEF 5005

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as numbers, dates, percentages and times which may be varied.

Ranges (e.g., percentages, amounts, times) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will fall within the ranges.

The terms, "you", "person" or "Employee" may be replaced by the term "Participant", "Member" or other appropriate term describing a member of the group insured.

Any of the items appearing in the Definitions section may be moved to other forms.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item may be deleted in whole or in part or revised as applicable to the Contract Holder's plan.
2. This item may be deleted in whole or in part.
3. This item may be deleted in whole or in part or revised to delete the references to either Contributory or Non-contributory.
4. This item may be deleted or may refer to additional forms.
5. This item may be revised to delete the reference to an Employee or to a Qualified Dependent.
6. This item may be revised to delete the reference to "your" or to "your Qualified Dependent's".

7. This item may be deleted or revised to delete the reference to you or to your Qualified Dependents.
8. This item will be deleted if not permitted by state law. This reference may also be revised to show alternate eligibility where required or permitted by state law. For example, Domestic Partner may be changed to Registered Domestic Partner or Civil Union Partner in the states where it is required.
9. This item may be deleted.
10. This item may be deleted in part or revised as applicable to a Contract Holder's plan.

Who is Eligible to Become [Insured]

FOR [EMPLOYEE] INSURANCE

You are eligible to become insured for [Employee] Insurance while:

1

- [You are a full-time Employee of the Employer; and
- You are in a Covered Class; and
- You have completed the Employment Waiting Period, if any.]

2

[You are full-time] if you are regularly working for the Employer at least the number of hours in the Employer's normal full-time work week for your class, but not less than 30 hours per week. If you are a partner or proprietor of the Employer, that work must be in the conduct of the Employer's business.]

3

[Your class] is determined by the Contract Holder. This will be done under its rules, on dates it sets. The Employer must not discriminate among persons in like situations. You cannot belong to more than one class for insurance on each basis, Contributory or Non-contributory Insurance, under the Coverage. "Class" means Covered Class, Benefit Class or anything related to work, such as position or Earnings, which affects the insurance available.]

4

[This applies if you are an Employee of more than one employer included under the Group Contract.] For the insurance, you will be considered an Employee of only one of those employers. Your service with the others will be treated as service with that one.]

The rules for obtaining [Employee] Insurance are in the When You Become Insured section.

5

[FOR DEPENDENTS INSURANCE

You are eligible to become insured for Dependents Insurance while:

- You are eligible for Employee Insurance; and
- You have a Qualified Dependent.

Qualified Dependents:

These are the persons for whom you may obtain Dependents Insurance:

5a

- Your Spouse or Domestic Partner.

Your Spouse means your lawful Spouse.

Your Domestic Partner is a person of the same or opposite sex who:

- (a) is reported by you in an affidavit of domestic partnership satisfactory to Prudential; and
- (b) is in a single, dedicated, serious and committed relationship with you of at least 12 months; and
- (c) has shared a single permanent residence with you for at least 12 consecutive months prior to the person's enrollment in the Program; and

- (d) is an unmarried adult age 18 or older; and
- (e) is not related to you by blood or degree of closeness that would prohibit marriage in the law of the state in which you reside; and
- (f) is mentally competent to consent to contract; and
- (g) is not married to another person under statutory or common law nor in a domestic partnership with another person; and
- (h) is financially interdependent with you; and
- (i) is not otherwise a Qualified Dependent under the Program.

Either a Spouse or a Domestic Partner may be a Qualified Dependent under the Program at any one time, but not both at the same time.

- 5b**
- Your unmarried children less than <18 - 29> years old.
- Your children include your legally adopted children, children placed with you for adoption prior to legal adoption, and each of your stepchildren, Domestic Partner's children, and foster children who depends on you for support and maintenance. Your children also include children for whom you or your Spouse or Domestic Partner is required to provide dental coverage under a Qualified Medical Child Support Order.

Exceptions:

- 5c**
- (1) The age <18 – 29> limit does not apply to a child who:
 - (a) wholly depends on you for support and maintenance; and
 - (b) is enrolled as a full-time student in a school; and
 - (c) is less than <19 - 29> years old.

- 5d**
- (2) Your Spouse, Domestic Partner, or child is not your Qualified Dependent while:
 - (a) on active duty in the armed forces of any country; or
 - (b) insured under the Group Contract as an Employee.

5d

A child will not be considered the Qualified Dependent of more than one Employee. If this would otherwise be the case, the child will be considered the Qualified Dependent of the Employee named in a written agreement of all such Employees filed with the Contract Holder. If there is no written agreement, the child will be considered the Qualified Dependent of:

- (1) the Employee who became insured under the Group Contract with respect to the child, while the child was a Qualified Dependent of only that Employee; and otherwise
- (2) the Employee who has the longest continuous service with the Employer, based on the Contract Holder's records.

The rules for obtaining Dependents Insurance are in the When You Become Insured section.]

When You Become [Insured]

FOR [EMPLOYEE] INSURANCE

6

[You may enroll only:

- within <31 – 60>days of when you are first eligible; or
- during an Annual Enrollment Period; or
- within <30 – 60> days of a Qualifying Life Event.

If you enroll within these time periods, your Employee Insurance under the Coverage will begin the first day on which you have enrolled (a date established by the Contract Holder and agreed to by Prudential if you enroll during an Annual Enrollment Period) and you have met these tests:

- You are eligible for Employee Insurance; and
- You are in a Covered Class for that insurance; and
- Your insurance is not being delayed under the Delay of Effective Date section below; and
- That Coverage is part of the Group Contract.

You must enroll on a form approved by Prudential and agree to pay any required contributions.

At any time, the benefits for which you are insured are those for your class, unless otherwise stated.]

7

[FOR DEPENDENTS INSURANCE

If you are eligible for Dependents Insurance, you may enroll your Qualified Dependents only:

- within <31 – 60> days of when you are first eligible; or
- during an Annual Enrollment Period; or
- within <30 – 60> days of a Qualifying Life Event.

If you enroll within these time periods, your Dependents Insurance under the Coverage for a person will begin the first day on which you have enrolled (a date established by the Contract Holder and agreed to by Prudential if you enroll during an Annual Enrollment Period) and all of these tests are met:

- The person is your Qualified Dependent; and
- You are in a Covered Class for that insurance; and
- You are insured for the Employee Insurance under that Coverage; and
- Your insurance for that Qualified Dependent is not being delayed under the Delay of Effective Date section below; and
- Dependents Insurance under that Coverage is part of the Group Contract.

You must enroll on a form approved by Prudential and agree to pay any required contributions.

At any time, the Dependents Insurance benefits for which you are insured are those for your class, unless otherwise stated.]

8

[Special Dependents Insurance Rules for Newborn Children and Children Adopted or Placed for Adoption: These rules apply to Dependents Insurance under the Coverage. They modify the above rules with respect to a child born to you or adopted by or placed with you for adoption. They modify the above rules with respect to such child when you:

- (1) are in a Covered Class for that insurance; and
- (2) are insured for Employee Insurance under that Coverage; and
- (3) are not insured for that child under the above rules.

You will become insured for that child from the moment of the child's birth, or in the case of a child adopted or placed for adoption, from the date the child is adopted by or placed with you for adoption.

The insurance for the child will not end, by reason of your failure to pay any required contribution for that insurance: (a) during the 90 day period starting with the child's birth; or (b) in the case of a child adopted or placed for adoption, during the 60 day period starting with the date the child is adopted by or placed with you for adoption.

But, if at the end of the time period described above, you are not insured for the child by complying, as to that child, with the rules for becoming insured for Dependents Insurance:

- (1) That insurance will not continue beyond the end of that time period.
- (2) No benefits will be paid for any service or supply furnished for the child's dental care after that period.]

9

[Special Dependents Insurance Rules for Qualified Medical Child Support Orders: These rules apply to Dependents Insurance under the Coverage. They modify the above rules with respect to a child for whom you or your Spouse or Domestic Partner is required to provide dental coverage as a result of a Qualified Medical Child Support Order. They modify the above rules with respect to such child when you:

- (1) are in a Covered Class for that insurance: and
- (2) are not insured for that child under the above rules.

You will become insured for that child on: (1) the date specified in the order; or (2) if no date is specified in the order, the date the order is issued by the court. If you are not insured for Employee Insurance under the Coverage, you must become insured for Employee Insurance under the Coverage on that date.]

10

[CHANGE IN STATUS

It is important that you inform the Employer promptly when:

- You first acquire a Qualified Dependent; or
- A new Qualified Dependent becomes eligible; or
- A Qualified Dependent becomes ineligible.

You should also inform the Employer promptly of Medicare eligibility, coverage by another payor or any address changes for you or your Qualified Dependents.

Forms are available for reporting these changes.]

10

[Delay of Effective Date

FOR EMPLOYEE INSURANCE

Your Employee Insurance under the Coverage will be delayed if you are not Actively at Work on the day your insurance would otherwise begin. Instead, it will begin on the first day you are Actively at Work and meet the other requirements for the insurance. The same delay rule will apply to any change in your insurance that is subject to this section. If you are not Actively at Work on the day that change would take effect, it will take effect on the day you resume Active Work.

FOR DEPENDENTS COVERAGE

A Qualified Dependent may be confined for medical care or treatment, at home or elsewhere. If a Qualified Dependent is so confined on the day that your Dependents Insurance under a Coverage for that Qualified Dependent, or any change in that insurance that is subject to this section, would take effect, it will not then take effect. The insurance or change will take effect upon the Qualified Dependent's final medical release from all such confinement. The other requirements for the insurance or change must also be met.]

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 BEL 5103

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as amounts, times and ages which may be varied to fit an individual case.

The effective date of coverage may vary by case. It may be the first day of the month, or it may be another date mutually agreed upon by Prudential and the Contract Holder.

Ranges (e.g., of percentages, amounts, times) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will fall within the ranges, but may be revised as appropriate. For example, “30 days” may be changed to “1 month” or “365 days” may be changed to “1 year”.

The term “you”, “person” or “Employee” may be replaced by the term “Member”, “Participant” or other appropriate term describing a member of the group insured.

The term “dependent”, “Spouse”, “Domestic Partner” or “child” may be omitted or modified to reflect only the applicable dependents. Domestic Partners will not be included where not permitted by state law and alternate eligibility will be shown where required by state law.

The term “Contract Holder” may be replaced by “Employer”, the name of the Contract Holder or Employer or other appropriate term.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item will be revised to reflect provisions for dependents if a dependents only certificate is to be issued. It may also be revised as follows:
 - One or more bullets may be omitted or revised as applicable to a Contract Holder’s Plan.
 - Additional bullets may be added for eligibility criteria.

- The Employment Waiting Period item may be revised to specify the actual Employment Waiting Period, or to add the following to the item:

You may need to work for the Employer for a continuous full-time period before you become eligible for the Coverage. The period must be agreed upon by the Employer and Prudential. Your Employer will inform you of any such Employment Waiting Period for your class.

2. This item may be omitted. It may also be revised as follows:

- to reflect the specific definition of "full-time" for a specific Contract Holder;
- to add a definition of part-time; or
- to replace the definition of full-time with a definition of part-time.

3. This item may be omitted, or the third sentence may be omitted. The definition of class may also be revised to show alternate requirements.

4. This item may be omitted. It may also be revised to detail eligibility requirements if the person is employed by more than one subsidiary or affiliate of the Contract Holder, or is employed by more than one Included Employer.

5. This item will be omitted if there is no dependents coverage. It may also be revised as follows:

- Alternate eligibility requirements may be shown.
- The definition of Qualified Dependents may be revised to remove reference to Domestic Partners, to include only Spouse, only child, both Spouse and child, or other dependents.

5a. The references to Domestic Partners may be omitted, or the requirements may be revised to show alternate eligibility requirements where required or permitted by state law. If Domestic Partner coverage is not permitted in a state, the references will be omitted.

5b. Child eligibility may be revised as follows:

- Ages and the rules for who is considered a Qualified Dependent may be revised.
- The paragraph referencing included children may be omitted or revised to show alternate child eligibility.
- If child coverage continues beyond the limiting age an additional line may be added which details the time period (e.g., end of month, end of the calendar year).

5c. This item may be omitted in whole or in part or revised as follows:

- If the student age limit is unlimited, item (c) will be omitted.

- The ages may change.
- The full-time student requirement may be omitted or revised to show a specific number of credit hours, or part-time, etc.
- The dependency requirement may be omitted or revised to show alternate dependency rules such as residing in the Employee's home.
- If child coverage continues beyond the limiting age, an additional line may be added which details the time period.

5d. This item may be omitted in whole or in part.

6. This item will be changed to reflect provisions for dependents if a dependents only certificate is to be issued. It may also be revised as follows:

- The date insurance begins may be changed (e.g., the day after, the first day of the month following).
- The reference to "a date established by the Contract Holder" may be replaced by the actual date (e.g., January 1, the first day of the month following).
- The lead in paragraph and references to enrollment may be omitted if the employee insurance is Non-Contributory.
- Any of the tests may be omitted.
- Reference to the required form may be revised to describe an alternate method of enrolling (e.g., via website).
- The references to contributions may be omitted if the Coverage is Non-Contributory.
- Additional enrollment opportunities may be described.
- The limited enrollment opportunities shown (when first eligible, during an annual enrollment period, upon a Qualifying Life Event) may be omitted.
- The Late Entrant Penalty shown in the next bullet may be revised to apply only to certain late enrollment situations or Types of Services.
- References to "Annual Enrollment Period" may be omitted.
- It may be replaced in its entirety by the following section or a version of the following section incorporating the changes noted in the previous bullets:

FOR EMPLOYEE INSURANCE

Your Employee Insurance under the Coverage will begin the first day on which you have enrolled (a date a date established by the Contract Holder and agreed to by Prudential if you enroll during an Annual Enrollment Period) and you have met these tests:

- You are eligible for Employee Insurance; and
- You are in a Covered Class for that insurance; and
- Your insurance is not being delayed under the Delay of Effective Date section below; and
- That Coverage is part of the Group Contract.

You must enroll on a form approved by Prudential and agree to pay any required contributions.

At any time, the benefits for which you are insured are those for your class, unless otherwise stated.

Late Entrant Penalty: If you enroll for Employee Insurance under the Coverage:

- more than <31 – 60> days after you are first eligible; or
- not during an Annual Enrollment Period; or
- more than <30 – 60> days after the date of a Qualifying Life Event;

you will be considered a late entrant, and benefits will be limited as shown below. This also applies if you seek to become insured again, other than during an Annual Enrollment Period, after your insurance under the Coverage ended because you failed to pay, when due, any required contribution.

- During the first <0 – 18> months that you are insured under the Coverage, benefits are not payable for any Type II Covered Services.
- During the first <0 – 18> months that you are insured under the Coverage, benefits are not payable for any Type III Covered Services.
- During the first <0 – 24> months that you are insured under the Coverage, benefits are not payable for any Type IV Covered Services.

Charges incurred for services that are not paid for under this provision are not considered to be Covered Services, and, therefore, cannot be used to meet any Deductible.

7. This item may be omitted. It may also be revised as follows:

- The date insurance begins may be changed (e.g., the day after, the first day of the month following).
- The reference to "a date established by the Contract Holder" may be replaced by the actual date (e.g., January 1, the first day of the month following).
- The lead in paragraph and references to enrollment may be omitted if the dependents insurance is Non-Contributory.
- Any of the tests may be omitted.
- Reference to the required form may be revised to describe an alternate method of enrolling (e.g., via website).

- The references to contributions may be omitted if the Coverage is Non-Contributory.
- Additional enrollment opportunities may be described.
- The limited enrollment opportunities shown (when first eligible, during an annual enrollment period, upon a Qualifying Life Event) may be omitted.
- The Late Entrant Penalty shown in the next bullet may be revised to apply only to certain late enrollment situations or Types of Services.
- References to "Annual Enrollment Period" may be omitted.
- It may be replaced in its entirety by the following section or a version of the following section incorporating the changes noted in the previous bullets:

FOR DEPENDENTS INSURANCE

Your Dependents Insurance under the Coverage for a person will begin the first day on which you have enrolled (a date established by the Contract Holder and agreed to by Prudential if you enroll during an Annual Enrollment Period) and all of these tests are met:

- The person is your Qualified Dependent; and
- You are in a Covered Class for that insurance; and
- You are insured for the Employee Insurance under that Coverage; and
- Your insurance for that Qualified Dependent is not being delayed under the Delay of Effective Date section below; and
- Dependents Insurance under that Coverage is part of the Group Contract.

You must enroll on a form approved by Prudential and agree to pay any required contributions.

At any time, the Dependents Insurance benefits for which you are insured are those for your class, unless otherwise stated.

Late Entrant Penalty: If you enroll for Dependents Insurance under the Coverage for a person:

- more than <31 – 60> days after you are first eligible for Coverage for the person; or
- not during an Annual Enrollment Period; or
- more than <30 – 60> days after the date of a Qualifying Life Event;

the person will be considered a late entrant, and benefits will be limited as shown below. This also applies if you seek to become insured for the person again, other than during an Annual Enrollment Period, after your insurance under the Coverage for the person ended because you failed to pay, when due, any required contribution.

- During the first <0 – 18> months that you are insured under the Coverage for the person, benefits are not payable for any Type II Covered Services.
- During the first <0 – 18> months that you are insured under the Coverage for the person, benefits are not payable for any Type III Covered Services.
- During the first <0 – 24> months that you are insured under the Coverage for the person, benefits are not payable for any Type IV Covered Services.

Charges incurred for services that are not paid for under this provision are not considered to be Covered Services, and, therefore, cannot be used to meet any Deductible.

Waiver of Late Entrant Penalty: This Late Entrant Penalty does not apply to a child enrolled due to a Qualified Medical Child Support Order.

8. This item may be omitted if there is no dependents coverage. It may also be revised to change the 60 day period to a 90 day period for adopted children as well as newborn children.
9. This item may be omitted if there is no dependents coverage. It may also be revised to omit references to Qualified Dependents, or to omit reference to the employee.
10. This item may be omitted in whole or in part.

Special Rules for Groups Previously Covered Under Other Group Dental Coverage

The following rules will apply if the Dental Coverage in this Group Insurance Certificate replaces other group dental coverage provided to you by [the Contract Holder].

A. DEFINITIONS.

Prior Plan: The group dental coverage provided to you by [the Contract Holder] on the day before the Replacement Date.

Replacement Date: The Program Date of the Dental Coverage in this Group Insurance Certificate.

1 B. RULES IF [YOU AND YOUR QUALIFIED DEPENDENTS] WERE COVERED UNDER THE PRIOR PLAN ON THE DAY BEFORE THE REPLACEMENT DATE.

- 1** (1) If [you and your Qualified Dependents] were covered under the Prior Plan on the day before the Replacement Date, you will be eligible for this Dental Coverage on the Replacement Date if you are in the Covered Classes on that date. You may enroll for the Dental Coverage as described in the When You Become Insured section. [If you enroll when you are first eligible, then the requirement that you be Actively at Work does not apply.]

- 2** [(2) If any of the following conditions occurred while coverage was in effect under the Prior Plan, Prudential will treat such conditions as though they occurred while this Dental Coverage is in effect:

- 3**
- (a) the loss of a tooth; and
 - (b) the accumulation of amounts toward:
 - (i) Yearly Individual Deductibles;
 - (ii) Yearly Individual Maximum Benefits;
 - (iii) Lifetime Maximum Benefits.]

- (3) If a dental service was received while the Prior Plan was in effect and such service would be a Covered Service subject to frequency and/or time limitations if performed while this Dental Coverage is in effect, the receipt of that prior service will be counted toward the time and frequency limitations under this Dental Coverage.

- 2** [(4) If a government mandated continuation of coverage under the Prior Plan was in effect on the Replacement Date, that coverage may be continued under this Dental Coverage if the required contribution is made for the cost of this Coverage. In such case, benefits will be available under this Dental Coverage until the earlier of:

- (a) the date the continued coverage ends as set forth in the provisions of the government-mandated requirements; or
- (b) the date this Dental Coverage ends.]

1

C. RULES IF [YOU AND YOUR QUALIFIED DEPENDENTS] WERE NOT COVERED UNDER THE PRIOR PLAN ON THE DAY BEFORE THE REPLACEMENT DATE.

1

[(1)] You will be eligible for [Employee and Dependents Insurance] under this Dental Coverage when the eligibility requirements for the Coverage are met as described in the Who Is Eligible to Become Insured and When You Become Insured sections; and

2

[(2)] Prudential will credit any time accumulated toward any employment waiting period under the Prior Plan to the satisfaction of any Employment Waiting Period required to be met under this Dental Coverage.]

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 BTK 5001

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as time periods which may be varied to fit an individual case.

The term “Employee” may be replaced by the term “Member”, “Participant” or other appropriate term describing a member of the group insured.

The term “Contract Holder” may be replaced by “Employer”, the name of the Contract Holder or Employer or other appropriate term.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item may be revised to delete reference to employee or dependents insurance.
2. This item may be deleted.
3. This item may be deleted in whole or in part or revised as applicable to a Contract Holder's plan.

When Your [Insurance] Ends

1

[EMPLOYEE AND DEPENDENTS INSURANCE]

1

Your [Employee Insurance under the Coverage or your Dependents Insurance under the Coverage] will end [on the first of these to occur:]

2

- [The last day of the month in which your membership in the Covered Classes for the insurance ends because your employment ends (see below) or for any other reason.]

3

- [The last day of the month in which your class is removed from the Covered Classes for the insurance.]

4

- [The date your Employer ceases to be included under the Group Contract.]

5

- The date the part of the Group Contract providing the [insurance] ends.

6

- [For Contributory Insurance under the Coverage, the last day of the month in which you fail to pay, when due, any required contribution. But, if Employee Insurance is Contributory, failure to contribute for Dependents Insurance will not cause your Employee Insurance to end.]

4

- [If the Insurance is Dependents Insurance, the last day of the month in which your Employee Insurance under the Coverage ends.]

6

[Your Dependents Insurance for a Qualified Dependent under the Coverage will end on the last day of the month in which that person ceases to be a Qualified Dependent for the Coverage. (See Continued Coverage for an Incapacitated Child below.)]

7

[End of Employment: For insurance purposes, your employment will end when you are no longer a full-time Employee actively at work for the Employer. But, under the terms of the Group Contract, the Employer may consider you as still employed in the Covered Classes during certain types of absences from full-time work. This is subject to any time limits or other conditions stated in the Group Contract.

Your employment in the Covered Classes will not be considered to end while you are absent from work due to leave for which insurance is required to be continued under the Federal Family and Medical Leave Act of 1993 or a state law requiring similar continuation, as reported to Prudential by the Employer.

If you stop active full-time work for any reason, you should contact the Employer at once to determine what arrangements, if any, have been made to continue any of your insurance.]

8

[Continued Coverage for an Incapacitated Child: This applies only to the Dependents Insurance you have for a child under the Coverage. The insurance for the child will not end on the date the age limit in the definition of Qualified Dependent is reached if both of these are true:

- (1) The child is then mentally or physically incapable of earning a living.
- (2) The child otherwise meets the definition of Qualified Dependent.

If these conditions are met, the age limit will not cause the child to stop being a Qualified Dependent under that Coverage. This will apply as long as the child remains so incapacitated.]

[Continuation of Coverage under COBRA: If the Dental Coverage ends for you or a Qualified Dependent, you or the Qualified Dependent may have the right to continue coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended. Contact the Employer for information regarding continuation of coverage under COBRA.]

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 BTE 5117

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as dates and time periods which may be varied to fit an individual case.

Ranges (e.g., percentages, amounts, times) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will fall within the ranges, but may be revised as appropriate. For example, “30 days” may be changed to “1 month” or “365 days” may be changed to “1 year”.

The term “Employer” may be replaced by the term "Contract Holder" or other appropriate term.

The term “you”, “person” or “Employee” may be replaced by the term “Member”, “Participant” or other appropriate term describing a member of the group insured.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item may be revised to delete reference to employee or dependents insurance.
2. This item may be revised to add wording to specify that the coverage will end at a different time (e.g., immediately).
3. This item may be deleted or revised as follows:
 - The reference to employment may be deleted.
 - Other applicable reasons may be shown.
 - Coverage may end at a different time (e.g., immediately).

4. This item may be deleted or revised so that coverage ends at a different time (e.g., immediately).
5. This item may be deleted.
6. This item may be deleted in whole or part or it may be revised so that coverage ends at a different time (e.g., immediately).
7. This item may be deleted in whole or part. It may be revised to describe any of the types of absences and the time limits or conditions. The term “full-time” may be replaced by the term “full-time or part-time” or “part-time” only.
8. This item may be deleted in whole or in part, or revised as applicable to the Contract Holder's plan. But, this item will be included when it is required by state law.

Dental Coverage

1

FOR [YOU AND YOUR DEPENDENTS]

1

If [you or a Qualified Dependent incur] a charge for a Covered Service, Proof of such service must be sent to Prudential. When Prudential receives such Proof, Prudential will review the claim and if Prudential approves it, will pay the benefit amount in effect on the date that service was completed.

This Dental Coverage gives you access to Dentists through the Dental PPO Program. Dentists participating in the Program have agreed to limit their charge for a dental service to the Maximum Allowable Charge for such service. Under the Program, Prudential pays benefits for Covered Services performed by either In-Network Dentists or Out-of-Network Dentists. But, you may be able to reduce your out-of-pocket costs by using an In-Network Dentist because Out-of-Network Dentists have not entered into an agreement with Prudential to limit their charges. You are always free to receive services from any Dentist. You do not need any authorization from us to choose a Dentist.

Whether or not benefits are available for a particular service, does not mean you should or should not receive the service. You and your Dentist have the right and are responsible at all times for choosing the course of treatment and services to be performed. After services have been performed, Prudential will determine the extent to which benefits, if any, are payable.

When requesting a dental service from an In-Network Dentist, Prudential recommends that you:

- identify yourself as an insured in the Dental PPO Program; and
- confirm that the Dentist is currently an In-Network Dentist at the time the dental service is performed.

2

You can obtain a listing of Prudential's In-Network Dentists [either by calling Customer Service at 1-800-XXX-XXXX or by visiting Prudential's website at www.prudential.com/dental].

A. BENEFIT AMOUNTS.

3

[After you or a Qualified Dependent has met the applicable Benefit Waiting Period shown in the Schedule of Benefits,] Prudential will pay benefits in an amount equal to the Covered Percentage for charges incurred by you or a Qualified Dependent for a Covered Service as shown in the Schedule of Benefits, subject to the conditions set forth in this Group Insurance Certificate.

In-Network: If a Covered Service is performed by an In-Network Dentist, Prudential will base the benefit on the Covered Percentage of the Maximum Allowable Charge.

If an In-Network Dentist performs a Covered Service, you will be responsible for paying[:

4

- the Deductible; and]

4

- any [other] part of the Maximum Allowable Charge for which Prudential does not pay benefits.

5

Out-of-Network: If a Covered Service is performed by an Out-of-Network Dentist, Prudential will base the benefit on the Covered Percentage of the [Reasonable and Customary Charge].

5

Out-of-Network Dentists may charge you more than the [Reasonable and Customary Charge]. If an Out-of-Network Dentist performs a Covered Service, you will be responsible for paying:

- 4 • [the Deductible;]
- 4 5 • any [other] part of the [Reasonable and Customary Charge] for which Prudential does not pay benefits; and
- 5 • any amount in excess of the [Reasonable and Customary Charge] charged by the Out-of-Network Dentist.

6 **[Maximum Benefit Amounts:** The Schedule of Benefits sets forth Maximum Benefit Amounts Prudential will pay for Covered Services received In-Network and Out-of-Network. Prudential will never pay more than the greater of the In-Network Maximum Benefit Amount or the Out-of-Network Maximum Benefit Amount.

For example, if a Covered Service is received Out-of-Network, and Prudential pays \$300 in benefits for such service, \$300 will be applied toward both the In-Network and the Out-of-Network Maximum Benefit Amounts applicable to such service.]

7 **[Deductibles:** The Deductible amounts are shown in the Schedule of Benefits.

The Yearly Individual Deductible is the amount that you and each Qualified Dependent must pay for Covered Services to which such Deductible applies each Year before Prudential will pay for such Covered Services.

Prudential applies amounts used to satisfy Yearly Individual Deductibles to the Yearly Family Deductible. Once the Yearly Family Deductible is satisfied, no further Yearly Individual Deductibles are required to be met.

The amount that you or a Qualified Dependent must pay for Covered Services during the last three months of a Year, which are used to satisfy the person's Yearly Individual Deductible for that Year, will be counted toward that person's Yearly Individual Deductible for the next Year.

The amount Prudential applies toward satisfaction of a Deductible for a Covered Service is the amount Prudential uses to determine benefits for such service. The Deductible amount will be applied based on when Dental Coverage claims for Covered Services are processed by Prudential. The Deductible Amount will be applied to Covered Services in the order that Dental Coverage claims for Covered Services are processed by Prudential regardless of when a Covered Service is incurred. When several Covered Services are incurred on the same date and Dental Coverage benefits are claimed as part of the same claim, the Deductible Amount is applied based on the Covered Percentage applicable to each Covered Service. The Deductible Amount will be applied in the order of highest Covered Percentage to lowest Covered Percentage.]

Alternate Benefit: If Prudential determines that a service, less costly than the Covered Service the Dentist performed, could have been performed to treat a dental condition, Prudential will pay benefits based upon the less costly service if such service:

- would produce a professionally acceptable result under generally accepted dental standards; and
- would qualify as a Covered Service.

8 [For example:

- when an amalgam filling and a composite filling are both professionally acceptable methods for filling a molar, Prudential may base its benefit determination upon the amalgam filling which is the less costly service;

- when a filling and an inlay are both professionally acceptable methods for treating tooth decay or breakdown, Prudential may base its benefit determination upon the filling which is the less costly service;
- when a filling and a crown are both professionally acceptable methods for treating tooth decay or breakdown, Prudential may base its benefit determination upon the filling which is the less costly service; and
- when a partial denture and fixed bridgework are both professionally acceptable methods for replacing multiple missing teeth in an arch, Prudential may base its benefit determination upon the partial denture which is the less costly service.]

1

If Prudential pays benefits based upon a less costly service in accordance with this provision, the Dentist may charge [you or your Qualified Dependent] for the difference between the service that was performed and the less costly service. This is the case even if the service is performed by an In-Network Dentist.

8

[Certain comprehensive dental services have multiple steps associated with them. These steps can be completed at one time or during multiple sessions. For benefit purposes under this Coverage, these separate steps of one service are considered to be part of the more comprehensive service. Even if the dentist submits separate bills, the total benefit payable for all related charges will be limited by the maximum benefit payable for the more comprehensive service. For example, root canal therapy includes x-rays, opening of the pulp chamber, additional x-rays, and filling of the chamber. Although these services may be performed in multiple sessions, they all constitute root canal therapy. Therefore, Prudential will only pay benefits for the root canal therapy.]

9

[Orthodontic Covered Services: Orthodontic treatment generally consists of initial placement of an appliance and periodic follow-up visits.

If the initial placement is made while this Coverage is in effect:

- (1) The benefit payable for the initial placement will not exceed <20% - 33%> of the Maximum Benefit Amount for Orthodontia.
- (2) The benefit payable for periodic follow-up visits will be based on the lower of:
 - (a) the amount charged by the Dentist; and
 - (b) the Maximum Benefit Amount for Orthodontia.
- (3) The benefit payable for the periodic follow-up visits will be payable on a <monthly – quarterly> basis during the course of the orthodontic treatment if:
 - (a) This Coverage is in effect for the person receiving the orthodontic treatment; and
 - (b) Proof is given to Prudential that the orthodontic treatment is continuing.

If the initial placement was made before this Coverage was in effect, and benefits were paid under the Prior Plan for that initial placement:

- (1) The benefit payable under this Coverage will be reduced by the portion attributable to the initial placement; and
- (2) The benefit payable for any periodic follow-up visits will be reduced as described in (a) and (b) below:

- (a) The number of months for which benefits are payable under this Coverage will be reduced by the number of months of treatment performed before this Coverage was in effect; and
- (b) The total amount of the benefit payable under this Coverage for the periodic visits will be reduced proportionately.

If the initial placement was made before this Coverage was in effect, and no benefits were paid under the Prior Plan for that initial placement, then no benefits will be payable for the orthodontic treatment under this Coverage.

"Prior Plan" means the group dental coverage provided to you by the Contract Holder on the day before the Replacement Date.

"Replacement Date" means the Program Date of the Dental Coverage in this Group Insurance Certificate.]

10 [Pretreatment Estimate of Benefits: If a planned dental service is expected to cost more than <\$100-\$500>, you have the option of requesting a pretreatment estimate of benefits. The Dentist should submit a claim detailing the services to be performed and the amount to be charged. After Prudential receives this information, Prudential will provide you with an estimate of the Dental Coverage benefits available for the service. The estimate is not a guarantee of the amount Prudential will pay. Under the Alternate Benefit provision, benefits may be based on the cost of a service other than the service that you choose. You are required to submit Proof on or after the date the dental service is completed for Prudential to pay a benefit for such service.

The pretreatment estimate of benefits is only an estimate of benefits available for proposed dental services. You are not required to obtain a pretreatment estimate of benefits. As always, you or your Qualified Dependent and the Dentist are responsible for choosing the services to be performed.])

Services Performed Outside the United States: Any claim submitted for dental services performed outside the United States must:

- (1) be for a Covered Service;
- (2) be supplied in English;
- (3) show the charges in U.S. dollars; and
- (4) use American Dental Association (ADA) codes or provide a narrative of the services performed.

5 Reimbursement will be based on the [Reasonable and Customary Charge] for the [Contract Holder's] zip code.

11 [Benefits Prudential Will Pay After Insurance Ends: Prudential will pay benefits for a <30 – 90 day> period after your insurance under the Coverage ends for:

- installation of a prosthetic device if:
 - (a) the Dentist prepared the abutment teeth or made impressions before your insurance ends; and
 - (b) the device is installed within <30 – 90 days> after the date the insurance ends; or
- installation of a cast restoration if:
 - (a) the Dentist prepared the tooth for the cast restoration before your insurance ends; and

- (b) the cast restoration is installed within <30 – 90 days> after the date the insurance ends; or
- completion of root canal therapy if:
 - (a) the Dentist opened into the pulp chamber before your insurance ends; and
 - (b) the treatment is finished within <30 – 90 days> after the date the insurance ends.

Prudential will pay benefits for a <30 – 90> day period after your insurance under the Coverage ends for orthodontic treatment if that treatment began before your insurance ends.]

B. DESCRIPTION OF COVERED SERVICES.

TYPE I COVERED SERVICES

Diagnostic and Preventive

- (1) Oral evaluation (comprehensive or periodic) (limited to [<once – twice> every <6 – 12> months]). But, only [<one - two>] oral evaluation[s] in any <12 – 36> month period may be comprehensive.
- (2) Oral evaluation for children under age 3 (limited to [<once – twice> every <12 – 36> months]).
- (3) Problem focused exam (limited and detailed) (limited to [<once – twice> every <6 – 12> months]).
- (4) Cleaning of teeth (oral prophylaxis) (limited to [<once – twice> every <6 – 12> months]).
- (5) Bitewing x-rays (limited to 1 set every [<12 – 24> months]).
- (6) Full mouth x-rays (complete intraoral series or panoramic) (limited to [<once – twice> every <12 – 60> months]).
- (7) Intraoral periapicals.
- (8) Intraoral occlusal films and extraoral x-rays.

When a combination of x-rays (i.e., ten or more periapical x-rays or panoramic x-ray with bitewing x-rays) is done on the same date of service where the reimbursement meets or exceeds the reimbursement for full mouth x-rays, the plan reimbursement and benefit allocation will be based on full mouth x-rays.

- (9) Sealants for a child [under age <12 – 20>], which are applied to first and second permanent molars (limited to [<once – twice>] per tooth [per lifetime or every <12 – 60> months]).
- (10) Space maintainers for a child [under age <12 – 20>] (limited to [<once - twice>] per lifetime per space).
- (11) Recementation of space maintainers performed more than 12 months after the initial insertion.
- (12) Topical fluoride treatment for a child [under age <12 – 20>] (limited to [<once – twice> every <12 – 24> months]).
- (13) Consultations performed by a general Dentist or specialist only if no other dental procedures are performed on the same date of service by that General Dentist or specialist.

- (14) Emergency Palliative treatment, as a separate benefit, only if no other service, other than exam and x-rays, was done during the visit. Palliative treatment may only be rendered on an emergency basis for the relief of pain and cannot be billed as a separate charge if the underlying dental problem is corrected on the same date of service.

4

[(15) Occlusal guards.]

12

[TYPE II COVERED SERVICES]

Diagnostic

- (1) Diagnostic films including pat/lat skull and facial bone survey and oral/facial images.
- (2) Adjunctive pre-diagnostic tests.
- (3) Diagnostic casts.

Adjunctive

- (1) General anesthesia or intravenous sedation in conjunction with covered periodontal surgery, surgical extractions, the surgical removal of impacted teeth, apicoectomies, and other oral surgical procedures covered under this Dental Coverage.
- (2) General anesthesia or intravenous conscious sedation for a maximum of one hour.
- (3) Occlusal adjustment (limited to one every <6 – 36> months).

Restorative

- (1) Amalgam or resin fillings (limited to one restoration per surface every <12 – 60> months).
- (2) Prefabricated stainless steel crown or prefabricated resin crown (limited to once per tooth every <3 – 10> years).

Crown and Prosthodontic Restorative Services

- (1) Recement inlay or crown (limited to one every <12 – 60> months).
- (2) Retreatments, relines, rebases, replacements, or repairs if at least <6 – 12> months have passed since the date of final insertion of the full or partial denture (limited to one per <6 – 60> months). Benefits for denture repair will be limited to no more than half the cost of the Dentist's fee for a new denture.
- (3) Repairs of implant supported prosthesis if at least <6 – 12> months have passed since the date of final insertion of the full or partial denture (limited to one every <12 – 60> months).
- (4) Relines and rebases of existing removable dentures (limited to once every <6 – 60> months).
- (5) Adjustments of dentures if at least <6 – 12> months have passed since the date of final insertion of the full or partial denture.
- (6) Addition of teeth to a partial removable denture to replace natural teeth removed while this Dental Coverage was in effect for the person receiving such services.
- (7) Addition of teeth to fixed and permanent denture to replace natural teeth removed while this Dental Coverage was in effect for the person receiving such services.

- (8) Replacement of all teeth and acrylic on cast metal framework (limited to once every <6 – 60> months).
- (9) Tissue conditioning if at least <6 – 12> months have passed since the placement of the initial denture(limited to once every <6 -60> months).
- (10) Sedative fillings.

Endodontics

- (1) Pulp capping (excluding final restoration) and therapeutic pulpotomy (excluding final restoration).
- (2) Gross pulpal debridement.
- (3) Pulpal therapy.
- (4) Root canals (limited to <once – twice> per tooth per lifetime).
- (5) Root canal therapy including: treatment of root canal obstruction; no surgical access; incomplete endodontic therapy; and internal root repair.
- (6) Re-treatment of root canal (limited to once per tooth per lifetime and not sooner than <12 – 48> months after the initial root canal for the same tooth). Reimbursement for root canal treatment will be based upon the date of the final fill.
- (7) Other endodontic services including:
 - (a) apexification/recalcification (limited to 3 visits);
 - (b) apicoectomy/periradicular surgery (limited to once per root per lifetime);
 - (c) root amputation (limited to once per root per lifetime);
 - (d) retrograde filling (limited to once per root per lifetime); and
 - (e) hemisection (limited to once per tooth per lifetime).

Periodontics

- (1) Periodontal scaling and root planing (limited to <once – twice> per quadrant every <12 - 48> months).
- (2) Full mouth gross debridement (limited to <once – twice> every <12-60> months).
- (3) Periodontal maintenance (limited to <once – twice> every <6 – 12> months following active periodontal treatment (excluding gross debridement)).
- (4) Periodontal surgery (limited to once per quadrant every <12 – 60> months).
- (5) Crown lengthening (limited to once per tooth per lifetime). But, this (5) is not covered when done on the same date as a restoration on the same tooth.
- (6) Bone grafting or guided tissue regeneration. But, this (6) is not covered when performed at an extraction site or with endodontic surgical procedures.
- (7) Guided tissue regeneration and grafting.

Oral Surgery

- (1) Simple extractions.
- (2) Surgical extractions.
- (3) Other surgical procedures: tissue biopsy; brush biopsy; alveoplasty; abscess drainage; frenulectomy; frenuloplasty; excision hyperplastic tissue; and surgical reduction of fibrous tuberosity.]

8 [TYPE III COVERED SERVICES]

Major Restorative

- (1) Crowns (resin with metal, porcelain, porcelain with metal, full cast metal (other than stainless steel) ¾ cast metal, ¾ porcelain crowns, labial veneers inlays and onlays (limited to once per tooth every <3 – 10> years following date of final cementation).
- (2) Core build ups (limited to once per tooth every <3 – 10> years).
- (3) Post and cores (limited to once per tooth every <3 – 10> years).

Reimbursement for post and cores, crowns, inlays or onlays will be based on the date of final cementation.

- (4) Implants, but not more than <once twice> for the same tooth position every <3 – 10> years:
 - when needed to replace natural teeth that are lost while a person receiving such benefits was insured for Dental Coverage under this Group Insurance Certificate.
- (5) Repair of implants, but not more than <once – twice> every <12 – 60> months:
 - when needed to replace natural teeth that are lost while a person receiving such benefits was insured for Dental Coverage under this Group Insurance Certificate.

Prosthodontic Services

- (1) Full dentures, partial dentures and fixed bridges (limited to once every <3 – 10> years). The <3 – 10> year period will be measured from the date on which the appliance was seated, whether paid for under the provisions of the Dental Coverage in this Group Insurance Certificate, under any prior dental care coverage or by the Covered Person.

Reimbursement for full dentures, partial dentures and fixed bridges will be based upon the date of final insertion or cementation.

- (2) Implant supported prosthesis (limited to once every <3 – 10> years).
- (3) Crown and bridges only on permanent teeth.]

13 [TYPE IV COVERED SERVICES]

Orthodontics

- (1) Orthodontia, for children and adults, if the orthodontic appliance is initially installed while the Dental Coverage under this Group Insurance Certificate is in effect for such children or adults, including:

- (a) Limited orthodontic treatment of children including primary, transitional and adolescent.
 - (b) Limited orthodontic treatment of adults.
 - (c) Interceptive orthodontic treatment of children including primary and transitional.
 - (d) Comprehensive orthodontic treatment of children including primary, transitional and adolescent.
 - (e) Comprehensive orthodontic treatment of adults.
- (2) Fixed and removable appliances for correction of harmful habits for a child under age <12 – 14>.

If a child or an adult did not have coverage for orthodontic services at the time the initial placement was made, benefits will not be payable for orthodontic services under this Dental Coverage.]

14

[C. SPECIAL LIMITATIONS.

- (1) **Missing Teeth:** Prudential will not pay benefits for the initial placement of a full denture, partial denture, fixed bridge or implant to replace teeth extracted or missing before the date a person becomes a Covered Person. This missing teeth limitation will be waived after the Covered Person has been insured under the Coverage for 12 continuous months.
- (2) **Work In Progress:** Dental procedures begun before a person becomes a Covered Person under this Coverage are not covered. Examples include, but are not limited to, teeth prepared for crowns and root canal treatment in progress.]

[D.] EXCLUSIONS.

Prudential will not pay Dental Coverage benefits for charges incurred for:

- (1) Any service or supply not listed in the Description of Covered Services section above. If a service is not listed, it is not included and is not covered.
- (2) Services which are not Dentally Necessary, those which do not meet generally accepted standards of care for treating the particular dental condition, or which Prudential deems experimental in nature.

4

[(3) Services furnished solely for cosmetic reasons.]

[(4)] Treatment to restore tooth structure lost due to attrition, erosion, abfraction or abrasion.

[(5)] Counseling or instruction about oral hygiene, plaque control, nutrition or tobacco.

[(6)] Personal supplies or devices including, but not limited to: water piks; toothbrushes; or dental floss.

[(7)] Broken appointments, preparing or copying dental reports or duplication of x-rays, itemized bills or claim forms.

4

[(8) Treatment of congenital or developmental malformations or the replacement of congenitally missing teeth.]

4

[(9) Examination, evaluation and treatment of temporomandibular joint (TMJ) pain dysfunction.]

4

[(10) Treatment of jaw fractures or orthognathic surgery.]

4

[(11) Treatment for injuries or conditions covered by Workers' Compensation or employer liability laws, or treatment provided without cost to a person by any municipality, county, or other political subdivision. This (11) does not apply to any treatment covered by Medicaid or Medicare.]

[(12) Treatment as a result of civil insurrection, duty as a member of the armed forces of any state or country, engaging in an act of declared or undeclared war or intentional or unintentional nuclear explosion or other release of nuclear energy, whether in peacetime or wartime.

[(13) Consultations and/or evaluation for non-covered services.

4

[(14) Any services related to implants including implant removal, repair, restoration or placement. This (14) includes, but is not limited to:

(a) implants to replace teeth which were missing before a person became a Covered Person.

(b) implants supported prosthesis to replace teeth which were missing before a person became a Covered Person.]

[(15) Services and/or appliances that alter the vertical dimension or alter, restore or maintain the occlusion including, but not limited to, full mouth rehabilitation, splinting, appliances or any other method.

[(16) Removal and replacement of clinically acceptable material or restorations with alternative materials, for any reason except the pathological condition of the tooth or teeth.

[(17) Replacement of fixed or removable appliances or orthodontic appliances that have been lost, stolen or damaged due to patient abuse or misuse.

[(18) Periodontal splinting of teeth by any method.

[(19) Temporary or provisional restorations, appliances or prosthetics.

[(20) Services for which the submitted documentation indicates a poor prognosis.

[(21) Dental services arising out of accidental injury to the teeth and supporting structures, except for injuries to the teeth due to chewing or biting of food.

[(22) Pulp vitality tests; or caries susceptibility tests.

[(23) Precision attachments and the replacement of part of a precision attachment; magnetic retention; or overdenture attachments.

[(24) Overdentures and related services. This (24) includes root canal therapy on teeth that support an overdenture.

[(25) The replacement of extracted or missing third molars (wisdom teeth).

[(26) Treatment for which no charge is made. This usually means treatment furnished by: (1) a Covered Person's employer, labor union, or similar group in its dental or medical department or clinic; (2) a facility owned or run by any governmental body; and (3) any public program, except Medicaid, paid for or sponsored by any governmental body.

- [(27)] The use of: general anesthesia; intramuscular sedation; intravenous sedation; non-intravenous sedation; or inhalation sedation, which includes, but is not limited to, nitrous oxide. But, this does not apply when administered in conjunction with: covered periodontal surgery; surgical extractions; the surgical removal of impacted teeth; apicoectomies; root amputations; and other oral surgical procedures covered under this Dental Coverage.
- [(28)] The use of local anesthetic.
- [(29)] Desensitizing medicaments; and desensitizing resins for cervical and/or root surface.
- [(30)] Bite registration; or bite analysis.
- [(31)] The localized delivery of chemotherapeutic agents.
- [(32)] Tooth transplants.
- [(33)] Drugs obtainable with or without a prescription.
- [(34)] Any outpatient facility, surgicenter facility or inpatient hospital facility and associated facility charges, services and supplies.
- [(35)] House calls, extended care facility calls, hospital calls, office visits for observation (during regularly scheduled hours) when no other services are provided, office visits after regularly scheduled hours or case presentations.
- [(36)] Equipment sterilization, OSHA or other regulatory agency requirements or mandates, infection control and medical waste disposal.
- [(37)] Treatment that is not described by the most recent (current edition) of the American Dental Association (ADA) CDT (current dental terminology) book.
- [(38)] Any treatment covered under an individual or group medical plan, auto insurance, no fault auto insurance or uninsured motorist policy to the extent permitted by state statute.
- [(39)] Consultations performed by a general Dentist or specialist if the dental procedure is performed on the same date of service by that general Dentist or specialist. In that case, the consultation should already be included with the dental procedure.
- [(40)] Intentional endodontic treatment on teeth for the express purpose of providing for restorative treatment (i.e., crown) where there is no sign of injury or disease.
- [(41)] Extractions of third molars (wisdom teeth) for any person [under age <16 – 19>].
- [(42)] Gingivectomy/gingivoplasty or anatomical crown exposure when done on the same date as a restoration on the same tooth.
- [(43)] Full dentures, partial dentures, crowns and fixed bridges for any person [under age <18 – 21>].
- 4 [(44) Orthodontic services.]
-

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 DEN R 5001

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as numbers, dates, amounts, percentages, ages and times which may be varied.

Ranges (e.g., percentages, amounts, times) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will fall within the ranges, but may be revised as appropriate. For example, "30 days" may be changed to "1 month" or "365 days" may be changed to "1 year".

The term "Contract Holder" may be replaced by "Employer", the client's legal name or other appropriate term.

The terms, "you" or "person" may be replaced by the term "Employee", "Participant", "Member" or other appropriate term describing a member of the group insured.

Items listed in Section B (Description of Covered Services) and Section D (Exclusions) may be changed from numbered items to bulleted items.

Whenever a reference to a Schedule of Benefits item appears in this form, the actual Schedule of Benefits item may be substituted.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item may be revised to reflect only employee coverage or only dependents coverage.
2. This item may be revised to show alternate methods of obtaining a list of dentists.
3. This item may be deleted, reference to you or to your Qualified Dependent may be deleted, or the word "applicable" may be deleted.

4. This item may be deleted.
5. This item may be revised to Maximum Allowable Charge.
6. This item may be deleted or revised as applicable to a Contract Holder's plan. For example, it may be revised to show either combined or separate maximums.
7. This item may be deleted in whole or in part or revised as applicable to a Contract Holder's plan. For example, it may be revised to show lifetime deductibles or to show either combined or separate deductibles.
8. This item may be deleted in whole or in part.
9. This item may be deleted in whole or in part or revised as follows:
 - A sentence may be added stating that orthodontic services are limited to employees only or to children under age <14 – 25> only or to dependents only.
 - The portion regarding initial placement and periodic visits prior to coverage being in effect may refer to having coverage under the Prior Plan or another plan or enrolling for coverage within <31 – 60 days> of becoming eligible.
 - The portion regarding initial placement and periodic visits prior to coverage being in effect may be replaced by one of the sentences shown below.

If the initial placement was made prior to this Coverage being in effect, benefits will not be payable for orthodontic services under this Coverage.

If you did not have coverage for orthodontic services at the time the initial placement was made, benefits will not be payable for orthodontic services under this Dental Coverage.
10. This item may be deleted or references to you or to your Qualified Dependent may be deleted.
11. This item may be deleted in whole or part or revised as follows:
 - If the time period for orthodontic services is the same as the time period for the other services, orthodontic services may be reflected as a bulleted item.
 - In the case of quarterly payments for orthodontic services, the time period may reflect "the later of: (a) a <30 – 90> day period after the date your insurance under the Coverage ends; and (b) the end of the quarter in progress."
12. This item may be deleted in whole or in part. Restorative, Crown and Prosthodontic Restorative Services, Endodontics, Periodontics and Oral Surgery may also be moved to Type III.

13. This item may be deleted in whole or in part. It may be made applicable to employees only or to children under age <14 – 25> only or to dependents only. It may also be revised, as follows:

- to delete references to initial installation while the Coverage is or is not in effect.
- to include an exception for orthodontic services in progress under certain conditions (e.g., having coverage under the Prior Plan or another plan at the time of the initial placement or having benefits paid for the initial installment under the Prior Plan or another plan or enrolling for this Dental Coverage within <31 – 60 days> of becoming eligible).

14. This item may be deleted in whole or part or revised to include an exception for orthodontic services in progress.

Dental Coverage

1

FOR [YOU AND YOUR DEPENDENTS]

1

If [you or a Qualified Dependent incur] a charge for a Covered Service, Proof of such service must be sent to Prudential. When Prudential receives such Proof, Prudential will review the claim and if Prudential approves it, will pay the benefit amount in effect on the date that service was completed.

Whether or not benefits are available for a particular service, does not mean you should or should not receive the service. You and your Dentist have the right and are responsible at all times for choosing the course of treatment and services to be performed. After services have been performed, Prudential will determine the extent to which benefits, if any, are payable.

A. BENEFIT AMOUNTS.

2

[After you or a Qualified Dependent has met the applicable Benefit Waiting Period shown in the Schedule of Benefits,] Prudential will pay benefits in an amount equal to the Covered Percentage for charges incurred by you or a Qualified Dependent for a Covered Service as shown in the Schedule of Benefits, subject to the conditions set forth in this Group Insurance Certificate.

Prudential will base the benefit on the Covered Percentage of the Reasonable and Customary Charge. Dentists may charge you more than the Reasonable and Customary Charge. If a Dentist performs a Covered Service, you will be responsible for paying:

3

- [the Deductible;]

3

- any [other] part of the Reasonable and Customary Charge for which Prudential does not pay benefits; and
- any amount in excess of the Reasonable and Customary Charge charged by the Dentist.

4

[Maximum Benefit Amounts: The Schedule of Benefits sets forth Maximum Benefit Amounts Prudential will pay for Covered Services.]

5

[Deductibles: The Deductible amounts are shown in the Schedule of Benefits.

The Yearly Individual Deductible is the amount that you and each Qualified Dependent must pay for Covered Services to which such Deductible applies each Year before Prudential will pay for such Covered Services.

Prudential applies amounts used to satisfy Yearly Individual Deductibles to the Yearly Family Deductible. Once the Yearly Family Deductible is satisfied, no further Yearly Individual Deductibles are required to be met.

The amount that you or a Qualified Dependent must pay for Covered Services during the last three months of a Year, which are used to satisfy the person's Yearly Individual Deductible for that Year, will be counted toward that person's Yearly Individual Deductible for the next Year.

The amount Prudential applies toward satisfaction of a Deductible for a Covered Service is the amount Prudential uses to determine benefits for such service. The Deductible amount will be applied based on when Dental Coverage claims for Covered Services are processed by Prudential. The Deductible Amount will be applied to Covered Services in the order that Dental Coverage claims

for Covered Services are processed by Prudential regardless of when a Covered Service is incurred. When several Covered Services are incurred on the same date and Dental Coverage benefits are claimed as part of the same claim, the Deductible Amount is applied based on the Covered Percentage applicable to each Covered Service. The Deductible Amount will be applied in the order of highest Covered Percentage to lowest Covered Percentage.]

Alternate Benefit: If Prudential determines that a service, less costly than the Covered Service the Dentist performed, could have been performed to treat a dental condition, Prudential will pay benefits based upon the less costly service if such service:

- would produce a professionally acceptable result under generally accepted dental standards; and
- would qualify as a Covered Service.

6

[For example:

- when an amalgam filling and a composite filling are both professionally acceptable methods for filling a molar, Prudential may base its benefit determination upon the amalgam filling which is the less costly service;
- when a filling and an inlay are both professionally acceptable methods for treating tooth decay or breakdown, Prudential may base its benefit determination upon the filling which is the less costly service;
- when a filling and a crown are both professionally acceptable methods for treating tooth decay or breakdown, Prudential may base its benefit determination upon the filling which is the less costly service; and
- when a partial denture and fixed bridgework are both professionally acceptable methods for replacing multiple missing teeth in an arch, Prudential may base its benefit determination upon the partial denture which is the less costly service.]

1

If Prudential pays benefits based upon a less costly service in accordance with this provision, the Dentist may charge [you or your Qualified Dependent] for the difference between the service that was performed and the less costly service.

6

[Certain comprehensive dental services have multiple steps associated with them. These steps can be completed at one time or during multiple sessions. For benefit purposes under this Coverage, these separate steps of one service are considered to be part of the more comprehensive service. Even if the dentist submits separate bills, the total benefit payable for all related charges will be limited by the maximum benefit payable for the more comprehensive service. For example, root canal therapy includes x-rays, opening of the pulp chamber, additional x-rays, and filling of the chamber. Although these services may be performed in multiple sessions, they all constitute root canal therapy. Therefore, Prudential will only pay benefits for the root canal therapy.]

7

[Orthodontic Covered Services: Orthodontic treatment generally consists of initial placement of an appliance and periodic follow-up visits.

If the initial placement is made while this Coverage is in effect:

- (1) The benefit payable for the initial placement will not exceed <20% - 33%> of the Maximum Benefit Amount for Orthodontia.
- (2) The benefit payable for periodic follow-up visits will be based on the lower of:

- (a) the amount charged by the Dentist; and
 - (b) the Maximum Benefit Amount for Orthodontia.
- (3) The benefit payable for the periodic follow-up visits will be payable on a <monthly – quarterly> basis during the course of the orthodontic treatment if:
- (a) This Coverage is in effect for the person receiving the orthodontic treatment; and
 - (b) Proof is given to Prudential that the orthodontic treatment is continuing.

If the initial placement was made before this Coverage was in effect, and benefits were paid under the Prior Plan for that initial placement:

- (1) The benefit payable under this Coverage will be reduced by the portion attributable to the initial placement; and
- (2) The benefit payable for any periodic follow-up visits will be reduced as described in (a) and (b) below:
 - (a) The number of months for which benefits are payable under this Coverage will be reduced by the number of months of treatment performed before this Coverage was in effect; and
 - (b) The total amount of the benefit payable under this Coverage for the periodic visits will be reduced proportionately.

If the initial placement was made before this Coverage was in effect, and no benefits were paid under the Prior Plan for that initial placement, then no benefits will be payable for the orthodontic treatment under this Coverage.

"Prior Plan" means the group dental coverage provided to you by the Contract Holder on the day before the Replacement Date.

"Replacement Date" means the Program Date of the Dental Coverage in this Group Insurance Certificate.]

8

[Pretreatment Estimate of Benefits: If a planned dental service is expected to cost more than <\$100-\$500>, you have the option of requesting a pretreatment estimate of benefits. The Dentist should submit a claim detailing the services to be performed and the amount to be charged. After Prudential receives this information, Prudential will provide you with an estimate of the Dental Coverage benefits available for the service. The estimate is not a guarantee of the amount Prudential will pay. Under the Alternate Benefit provision, benefits may be based on the cost of a service other than the service that you choose. You are required to submit Proof on or after the date the dental service is completed for Prudential to pay a benefit for such service.

The pretreatment estimate of benefits is only an estimate of benefits available for proposed dental services. You are not required to obtain a pretreatment estimate of benefits. As always, you or your Qualified Dependent and the Dentist are responsible for choosing the services to be performed.]

Services Performed Outside the United States: Any claim submitted for dental services performed outside the United States must:

- (1) be for a Covered Service;
- (2) be supplied in English;

- (3) show the charges in U.S. dollars; and
- (4) use American Dental Association (ADA) codes or provide a narrative of the services performed.

Reimbursement will be based on the Reasonable and Customary Charge for the [Contract Holder's] zip code.

[Benefits Prudential Will Pay After Insurance Ends: Prudential will pay benefits for a <30 – 90 day> period after your insurance under the Coverage ends for:

- installation of a prosthetic device if:
 - (a) the Dentist prepared the abutment teeth or made impressions before your insurance ends; and
 - (b) the device is installed within <30 – 90 days> after the date the insurance ends; or
- installation of a cast restoration if:
 - (a) the Dentist prepared the tooth for the cast restoration before your insurance ends; and
 - (b) the cast restoration is installed within <30 – 90 days> after the date the insurance ends; or
- completion of root canal therapy if:
 - (a) the Dentist opened into the pulp chamber before your insurance ends; and
 - (b) the treatment is finished within <30 – 90 days> after the date the insurance ends.

Prudential will pay benefits for a <30 – 90> day period after your insurance under the Coverage ends for orthodontic treatment if that treatment began before your insurance ends.]

B. DESCRIPTION OF COVERED SERVICES.

TYPE I COVERED SERVICES

Diagnostic and Preventive

- (1) Oral evaluation (comprehensive or periodic) (limited to [<once – twice> every <6 – 12> months]). But, only [<one - two>] oral evaluation[s] in any <12 – 36> month period may be comprehensive.
- (2) Oral evaluation for children under age 3 (limited to [<once – twice> every <12 – 36> months]).
- (3) Problem focused exam (limited and detailed) (limited to [<once – twice> every <6 – 12> months]).
- (4) Cleaning of teeth (oral prophylaxis) (limited to [<once – twice> every <6 – 12> months]).
- (5) Bitewing x-rays (limited to 1 set every [<12 – 24> months]).
- (6) Full mouth x-rays (complete intraoral series or panoramic) (limited to [<once – twice> every <12 – 60> months]).
- (7) Intraoral periapicals.
- (8) Intraoral occlusal films and extraoral x-rays.

When a combination of x-rays (i.e., ten or more periapical x-rays or panoramic x-ray with bitewing x-rays) is done on the same date of service where the reimbursement meets or exceeds the reimbursement for full mouth x-rays, the plan reimbursement and benefit allocation will be based on full mouth x-rays.

- (9) Sealants for a child [under age <12 – 20>], which are applied to first and second permanent molars (limited to [<once – twice>] per tooth [per lifetime or every <12 – 60> months]).
- (10) Space maintainers for a child [under age <12 – 20>] (limited to [<once - twice>] per lifetime per space).
- (11) Recementation of space maintainers performed more than 12 months after the initial insertion.
- (12) Topical fluoride treatment for a child [under age <12 – 20>] (limited to [<once – twice> every <12 – 24> months]).
- (13) Consultations performed by a general Dentist or specialist only if no other dental procedures are performed on the same date of service by that General Dentist or specialist.
- (14) Emergency Palliative treatment, as a separate benefit, only if no other service, other than exam and x-rays, was done during the visit. Palliative treatment may only be rendered on an emergency basis for the relief of pain and cannot be billed as a separate charge if the underlying dental problem is corrected on the same date of service.

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[(15) Occlusal guards.]

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[TYPE II COVERED SERVICES]

Diagnostic

- (1) Diagnostic films including pat/lat skull and facial bone survey and oral/facial images.
- (2) Adjunctive pre-diagnostic tests.
- (3) Diagnostic casts.

Adjunctive

- (1) General anesthesia or intravenous sedation in conjunction with covered periodontal surgery, surgical extractions, the surgical removal of impacted teeth, apicoectomies, and other oral surgical procedures covered under this Dental Coverage.
- (2) General anesthesia or intravenous conscious sedation for a maximum of one hour.
- (3) Occlusal adjustment (limited to one every <6 – 36> months).

Restorative

- (1) Amalgam or resin fillings (limited to one restoration per surface every <12 – 60> months).
- (2) Prefabricated stainless steel crown or prefabricated resin crown (limited to once per tooth every <3 – 10> years).

Crown and Prosthodontic Restorative Services

- (1) Recement inlay or crown (limited to one every <12 – 60> months).

- (2) Retreatments, relines, rebases, replacements, or repairs if at least <6 – 12> months have passed since the date of final insertion of the full or partial denture (limited to one per <6 – 60> months). Benefits for denture repair will be limited to no more than half the cost of the Dentist's fee for a new denture.
- (3) Repairs of implant supported prosthesis if at least <6 – 12> months have passed since the date of final insertion of the full or partial denture (limited to one every <12 – 60> months).
- (4) Relines and rebases of existing removable dentures (limited to once every <6 – 60> months).
- (5) Adjustments of dentures if at least <6 – 12> months have passed since the date of final insertion of the full or partial denture.
- (6) Addition of teeth to a partial removable denture to replace natural teeth removed while this Dental Coverage was in effect for the person receiving such services.
- (7) Addition of teeth to fixed and permanent denture to replace natural teeth removed while this Dental Coverage was in effect for the person receiving such services.
- (8) Replacement of all teeth and acrylic on cast metal framework (limited to once every <6 – 60> months).
- (9) Tissue conditioning if at least <6 – 12> months have passed since the placement of the initial denture (limited to once every <6 -60> months).
- (10) Sedative fillings.

Endodontics

- (1) Pulp capping (excluding final restoration) and therapeutic pulpotomy (excluding final restoration).
- (2) Gross pulpal debridement.
- (3) Pulpal therapy.
- (4) Root canals (limited to <once – twice> per tooth per lifetime).
- (5) Root canal therapy including: treatment of root canal obstruction; no surgical access; incomplete endodontic therapy; and internal root repair.
- (6) Re-treatment of root canal (limited to once per tooth per lifetime and not sooner than <12 – 48> months after the initial root canal for the same tooth). Reimbursement for root canal treatment will be based upon the date of the final fill.
- (7) Other endodontic services including:
 - (a) apexification/recalcification (limited to 3 visits);
 - (b) apicoectomy/periradicular surgery (limited to once per root per lifetime);
 - (c) root amputation (limited to once per root per lifetime);
 - (d) retrograde filling (limited to once per root per lifetime); and
 - (e) hemisection (limited to once per tooth per lifetime).

Periodontics

- (1) Periodontal scaling and root planing (limited to <once – twice> per quadrant every <12 - 48> months).
- (2) Full mouth gross debridement (limited to <once – twice> every <12-60> months).
- (3) Periodontal maintenance (limited to <once – twice> every <6 – 12> months following active periodontal treatment (excluding gross debridement)).
- (4) Periodontal surgery (limited to once per quadrant every <12 – 60> months).
- (5) Crown lengthening (limited to once per tooth per lifetime). But, this (5) is not covered when done on the same date as a restoration on the same tooth.
- (6) Bone grafting or guided tissue regeneration. But, this (6) is not covered when performed at an extraction site or with endodontic surgical procedures.
- (7) Guided tissue regeneration and grafting.

Oral Surgery

- (1) Simple extractions.
- (2) Surgical extractions.
- (3) Other surgical procedures: tissue biopsy; brush biopsy; alveoplasty; abscess drainage; frenulectomy; frenuloplasty; excision hyperplastic tissue; and surgical reduction of fibrous tuberosity.]

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[TYPE III COVERED SERVICES

Major Restorative

- (1) Crowns (resin with metal, porcelain, porcelain with metal, full cast metal (other than stainless steel) $\frac{3}{4}$ cast metal, $\frac{3}{4}$ porcelain crowns, labial veneers inlays and onlays (limited to once per tooth every <3 – 10> years following date of final cementation).
- (2) Core build ups (limited to once per tooth every <3 – 10> years).
- (3) Post and cores (limited to once per tooth every <3 – 10> years).

Reimbursement for post and cores, crowns, inlays or onlays will be based on the date of final cementation.

- (4) Implants, but not more than <once twice> for the same tooth position every <3 – 10> years:
 - when needed to replace natural teeth that are lost while a person receiving such benefits was insured for Dental Coverage under this Group Insurance Certificate.
- (5) Repair of implants, but not more than <once – twice> every <12 – 60> months:
 - when needed to replace natural teeth that are lost while a person receiving such benefits was insured for Dental Coverage under this Group Insurance Certificate.

Prosthodontic Services

- (1) Full dentures, partial dentures and fixed bridges (limited to once every <3 – 10> years). The <3 – 10> year period will be measured from the date on which the appliance was seated, whether paid for under the provisions of the Dental Coverage in this Group Insurance Certificate, under any prior dental care coverage or by the Covered Person.

Reimbursement for full dentures, partial dentures and fixed bridges will be based upon the date of final insertion or cementation.

- (2) Implant supported prosthesis (limited to once every <3 – 10> years).
- (3) Crown and bridges only on permanent teeth.]

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[TYPE IV COVERED SERVICES

Orthodontics

- (1) Orthodontia, for children and adults, if the orthodontic appliance is initially installed while the Dental Coverage under this Group Insurance Certificate is in effect for such children or adults, including:
 - (a) Limited orthodontic treatment of children including primary, transitional and adolescent.
 - (b) Limited orthodontic treatment of adults.
 - (c) Interceptive orthodontic treatment of children including primary and transitional.
 - (d) Comprehensive orthodontic treatment of children including primary, transitional and adolescent.
 - (e) Comprehensive orthodontic treatment of adults.
- (2) Fixed and removable appliances for correction of harmful habits for a child under age <12 – 14>.

If a child or an adult did not have coverage for orthodontic services at the time the initial placement was made, benefits will not be payable for orthodontic services under this Dental Coverage.]

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[C. SPECIAL LIMITATIONS.

- (1) **Missing Teeth:** Prudential will not pay benefits for the initial placement of a full denture, partial denture, fixed bridge or implant to replace teeth extracted or missing before the date a person becomes a Covered Person. This missing teeth limitation will be waived after the Covered Person has been insured under the Coverage for 12 continuous months.
- (2) **Work In Progress:** Dental procedures begun before a person becomes a Covered Person under this Coverage are not covered. Examples include, but are not limited to, teeth prepared for crowns and root canal treatment in progress.]

[D.] EXCLUSIONS.

Prudential will not pay Dental Coverage benefits for charges incurred for:

- (1) Any service or supply not listed in the Description of Covered Services section above. If a service is not listed, it is not included and is not covered.

(2) Services which are not Dentally Necessary, those which do not meet generally accepted standards of care for treating the particular dental condition, or which Prudential deems experimental in nature.

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[(3) Services furnished solely for cosmetic reasons.]

[(4)] Treatment to restore tooth structure lost due to attrition, erosion, abfraction or abrasion.

[(5)] Counseling or instruction about oral hygiene, plaque control, nutrition or tobacco.

[(6)] Personal supplies or devices including, but not limited to: water piks; toothbrushes; or dental floss.

[(7)] Broken appointments, preparing or copying dental reports or duplication of x-rays, itemized bills or claim forms.

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[(8) Treatment of congenital or developmental malformations or the replacement of congenitally missing teeth.]

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[(9) Examination, evaluation and treatment of temporomandibular joint (TMJ) pain dysfunction.]

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[(10) Treatment of jaw fractures or orthognathic surgery.]

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[(11) Treatment for injuries or conditions covered by Workers' Compensation or employer liability laws, or treatment provided without cost to a person by any municipality, county, or other political subdivision. This (11) does not apply to any treatment covered by Medicaid or Medicare.]

[(12)] Treatment as a result of civil insurrection, duty as a member of the armed forces of any state or country, engaging in an act of declared or undeclared war or intentional or unintentional nuclear explosion or other release of nuclear energy, whether in peacetime or wartime.

[(13)] Consultations and/or evaluation for non-covered services.

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[(14) Any services related to implants including implant removal, repair, restoration or placement. This (14) includes, but is not limited to:

(a) implants to replace teeth which were missing before a person became a Covered Person.

(b) implants supported prosthesis to replace teeth which were missing before a person became a Covered Person.]

[(15)] Services and/or appliances that alter the vertical dimension or alter, restore or maintain the occlusion including, but not limited to, full mouth rehabilitation, splinting, appliances or any other method.

[(16)] Removal and replacement of clinically acceptable material or restorations with alternative materials, for any reason except the pathological condition of the tooth or teeth.

[(17)] Replacement of fixed or removable appliances or orthodontic appliances that have been lost, stolen or damaged due to patient abuse or misuse.

[(18)] Periodontal splinting of teeth by any method.

[(19)] Temporary or provisional restorations, appliances or prosthetics.

- [(20)] Services for which the submitted documentation indicates a poor prognosis.
- [(21)] Dental services arising out of accidental injury to the teeth and supporting structures, except for injuries to the teeth due to chewing or biting of food.
- [(22)] Pulp vitality tests; or caries susceptibility tests.
- [(23)] Precision attachments and the replacement of part of a precision attachment; magnetic retention; or overdenture attachments.
- [(24)] Overdentures and related services. This (24) includes root canal therapy on teeth that support an overdenture.
- [(25)] The replacement of extracted or missing third molars (wisdom teeth).
- [(26)] Treatment for which no charge is made. This usually means treatment furnished by: (1) a Covered Person's employer, labor union, or similar group in its dental or medical department or clinic; (2) a facility owned or run by any governmental body; and (3) any public program, except Medicaid, paid for or sponsored by any governmental body.
- [(27)] The use of: general anesthesia; intramuscular sedation; intravenous sedation; non-intravenous sedation; or inhalation sedation, which includes, but is not limited to, nitrous oxide. But, this does not apply when administered in conjunction with: covered periodontal surgery; surgical extractions; the surgical removal of impacted teeth; apicoectomies; root amputations; and other oral surgical procedures covered under this Dental Coverage.
- [(28)] The use of local anesthetic.
- [(29)] Desensitizing medicaments; and desensitizing resins for cervical and/or root surface.
- [(30)] Bite registration; or bite analysis.
- [(31)] The localized delivery of chemotherapeutic agents.
- [(32)] Tooth transplants.
- [(33)] Drugs obtainable with or without a prescription.
- [(34)] Any outpatient facility, surgicenter facility or inpatient hospital facility and associated facility charges, services and supplies.
- [(35)] House calls, extended care facility calls, hospital calls, office visits for observation (during regularly scheduled hours) when no other services are provided, office visits after regularly scheduled hours or case presentations.
- [(36)] Equipment sterilization, OSHA or other regulatory agency requirements or mandates, infection control and medical waste disposal.
- [(37)] Treatment that is not described by the most recent (current edition) of the American Dental Association (ADA) CDT (current dental terminology) book.
- [(38)] Any treatment covered under an individual or group medical plan, auto insurance, no fault auto insurance or uninsured motorist policy to the extent permitted by state statute.

[(39)] Consultations performed by a general Dentist or specialist if the dental procedure is performed on the same date of service by that general Dentist or specialist. In that case, the consultation should already be included with the dental procedure.

[(40)] Intentional endodontic treatment on teeth for the express purpose of providing for restorative treatment (i.e., crown) where there is no sign of injury or disease.

[(41)] Extractions of third molars (wisdom teeth) for any person [under age <16 – 19>].

[(42)] Gingivectomy/gingivoplasty or anatomical crown exposure when done on the same date as a restoration on the same tooth.

[(43)] Full dentures, partial dentures, crowns and fixed bridges for any person [under age <18 – 21>].

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[(44)] Orthodontic services.]

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 DEN R 5003

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as numbers, dates, amounts, percentages, ages and times which may be varied.

Ranges (e.g., percentages, amounts, times) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will fall within the ranges, but may be revised as appropriate. For example, "30 days" may be changed to "1 month" or "365 days" may be changed to "1 year".

The term "Contract Holder" may be replaced by "Employer", the client's legal name or other appropriate term.

The terms, "you" or "person" may be replaced by the term "Employee", "Participant", "Member" or other appropriate term describing a member of the group insured.

Items listed in Section B (Description of Covered Services) and Section D (Exclusions) may be changed from numbered items to bulleted items.

Whenever a reference to a Schedule of Benefits item appears in this form, the actual Schedule of Benefits item may be substituted.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item may be revised to reflect only employee coverage or only dependents coverage.
2. This item may be deleted, reference to you or to your Qualified Dependent may be deleted, or the word "applicable" may be deleted.
3. This item may be deleted.

4. This item may be deleted or revised as applicable to a Contract Holder's plan. For example, it may be revised to reflect only one benefit maximum amount.
5. This item may be deleted in whole or in part or revised as applicable to a Contract Holder's plan. For example, it may be revised to show lifetime deductibles or to show either combined or separate deductibles.
6. This item may be deleted in whole or in part.
7. This item may be deleted in whole or in part or revised as follows:

- A sentence may be added stating that orthodontic services are limited to employees only or to children under age <14 – 25> only or to dependents only.

- The portion regarding initial placement and periodic visits prior to coverage being in effect may refer to having coverage under the Prior Plan or another plan or enrolling for coverage within <31 – 60 days> of becoming eligible.

- The portion regarding initial placement and periodic visits prior to coverage being in effect may be replaced by one of the sentences shown below.

If the initial placement was made prior to this Coverage being in effect, benefits will not be payable for orthodontic services under this Coverage.

If you did not have coverage for orthodontic services at the time the initial placement was made, benefits will not be payable for orthodontic services under this Dental Coverage.

8. This item may be deleted or references to you or to your Qualified Dependent may be deleted.
9. This item may be deleted in whole or part or revised as follows:
 - If the time period for orthodontic services is the same as the time period for the other services, orthodontic services may be reflected as a bulleted item.
 - In the case of quarterly payments for orthodontic services, the time period may reflect "the later of: (a) a <30 – 90> day period after the date your insurance under the Coverage ends; and (b) the end of the quarter in progress."
10. This item may be deleted in whole or in part. Restorative, Crown and Prosthodontic Restorative Services, Endodontics, Periodontics and Oral Surgery may also be moved to Type III.
11. This item may be deleted in whole or in part. It may be made applicable to employees only or to children under age <14 – 25> only or to dependents only. It may also be revised, as follows:

- to delete references to initial installation while the Coverage is or is not in effect.

- to include an exception for orthodontic services in progress under certain conditions (e.g., having coverage under the Prior Plan or another plan at the time of the initial placement or having benefits paid for the initial installment under the Prior Plan or another plan or enrolling for this Dental Coverage within <31 – 60 days> of becoming eligible).

12. This item may be deleted in whole or part or revised to include an exception for orthodontic services in progress.

Rules for Coordination of Benefits of the Group Contract with Other Benefits

When a Covered Person incurs charges for Covered Services, there may be other Programs, as defined below, that also provide benefits for those same charges. In that case, Prudential may reduce what it pays based on what the other Programs pay. This Coordination of Benefits provision explains how and when Prudential does this.

A. DEFINITIONS.

(1) **Allowable Expense** means a necessary dental expense for which both of the following are true:

- (a) a Covered Person must pay it; and
- (b) it is at least partly covered by one or more of the Programs that provide benefits to the Covered Person.

If a Program provides fixed benefits for specified events or conditions (instead of benefits based on expenses incurred) such benefits are Allowable Expenses.

If a Program provides benefits in the form of services, Prudential treats the reasonable cash value of each service performed as both an Allowable Expense and a benefit paid by that Program.

Allowable Expense does not include:

- Any amount of expenses in excess of the highest usual and customary fee for a service, if two or more Programs compute their benefit payments on the basis of usual and customary fees.
 - Any amount of expenses in excess of the highest negotiated fee for a service, if two or more Programs compute their benefit payments on the basis of negotiated fees.
 - Any amount of benefits that a Program does not pay because the Covered Person fails to comply with the Program's managed care or utilization review provisions (e.g., provisions requiring second surgical opinions; pre-certification of services; use of providers in a Program's network of providers; or any other similar provisions). This applies only if the other Program determines its benefits first. Prudential will not use this provision to refuse to pay benefits because an HMO member has elected to have dental services provided by a non-HMO provider and the HMO's contract does not require the HMO to pay for providing those services.
- (2) **Claim Determination Period** means a period that starts on any January 1 and ends on the next December 31. A Claim Determination Period for any Covered Person will not include periods of time during which that person is not covered under This Program.
- (3) **Custodial Parent** means a parent awarded custody, other than joint custody, by a court decree. In the absence of a court decree, it means the parent with whom the child resides more than half of the calendar year without regard to any temporary visitation.

- (4) **HMO** means a Health Maintenance Organization or Dental Health Maintenance Organization.
- (5) **Program** means any of the following if it provides benefits or services for an Allowable Expense:

[(a)] Group insurance; blanket or franchise insurance; or other coverage for persons in a group, whether insured or uninsured. This includes HMO, group subscriber, group prepayment, group service, group practice or individual practice coverage.

[(b)] Union welfare plan; employer organization plan; or labor management trustees plan.]

[(c)] Coverage under a governmental plan, or required or provided by law. This does not include:

(i) a state plan under Medicaid;

(ii) any law or plan when, by law, its benefits are excess to those of any private insurance program or other non-governmental program.]

[(d)] Dental coverage under the medical payments provisions of an automobile "no fault" or traditional automobile "fault" type insurance contract, to the extent coordination with the provisions is allowed by law.]

Program does not include:

- individual or family insurance or subscriber contracts;
- hospital indemnity coverage;
- a school blanket plan that only provides accident-type coverage on a 24 hour basis, or a "to and from school basis," to students in a grammar school, high school or college;
- disability income protection coverage;
- accident only coverage;
- specified disease or specified accident coverage; or
- nursing home or long term care coverage.

Each policy, contract or other arrangement for benefits is a separate Program. If part of a Program reserves the right to reduce what it pays based on benefits or services provided by other Programs, that part will be treated separately from any parts which do not.

- (6) **Primary Program** means a Program that pays its benefits first under the "Rules to Decide Which Program Is Primary" section. A Primary Program pays benefits as if the Secondary Programs do not exist.
- (7) **Secondary Program** means a Program that is not a Primary Program. A Secondary Program may reduce its benefits by amounts payable by the Primary Program. If there are more than two Programs that provide coverage, a Program may be primary to some Programs, and secondary to others.
- (8) **This Program** means the dental benefits described in this certificate.

B. RULES TO DECIDE WHICH PROGRAM IS PRIMARY.

When more than one Program covers the person for whom Allowable Expenses were incurred, Prudential determines which Program is the Primary Program by applying the rules in this section.

When a person's dental care is the basis for a claim under This Program and another Program, This Program is the Secondary Program unless:

- the other Program has rules coordinating its benefits with those of This Program; and
- those rules have Claim Determination Period and Facility of Payment items similar to those in these rules; and
- This Program is the Primary Program under This Program's rules.

The first rule below which will allow us to determine which Program is the Primary Program is the rule that Prudential will use.

- (1) **Dependent or Non-Dependent:** A Program which covers the person other than as a dependent (for example, as an employee, member, subscriber, or retiree) is the Primary Program and shall pay its benefits before a Program which covers the person as a dependent. But if the person is also covered under Medicare, and if, by its rules, Medicare is:

- (a) secondary to the Program covering the person as a dependent; and
- (b) primary to the Program covering the person as other than a dependent (e.g., a retired employee);

then the order of the benefits between the two Programs is reversed, and the Program covering the person as a dependent is the Primary Program.

- (2) **Dependent Child of Parents Not Separated or Divorced:** Except as stated in rule (3) below, when This Program and another Program cover the same child as a dependent of different persons, called "parents":

- (a) the Program of the parent whose birthday falls earlier in a year is the Primary Program; but
- (b) if both parents have the same birthday, the Program which covered the parent longer is primary to the Program which covered the other parent for a shorter period of time.

However, if the other Program does not have this rule, but instead has a rule based on the gender of the parent, and if, as a result, the Programs do not agree on the order of benefits, the rule in the other Program will determine the order of benefits.

- (3) **Dependent Child of Separated or Divorced Parents:** If two or more Programs cover a person who is a dependent child of separated or divorced parents, benefits for the child are determined in this order:

- (a) first, the Program of the Custodial Parent;
- (b) then, the Program of the spouse of the Custodial Parent;
- (c) then, the Program of the non-custodial parent; and
- (d) finally, the Program of the spouse of the non-custodial Parent.

However, if the specific terms of a court decree state that one of the parents is responsible for the dental care expenses of the child, and the entity obligated to pay or provide the benefits of the Program of that parent has actual knowledge of those terms, that parent's Program is the Primary Program. This applies to Claim Determination Periods that start after the Program is given notice of the court decree.

- (4) **Active or Inactive Employee:** A Program which covers a person as an employee who is neither laid off nor retired, or as that employee's dependent, is primary to a Program which covers that person as a laid-off or retired employee or as that employee's dependent. If the other Program does not have this rule, and if, as a result, the Programs do not agree on the order of benefits, this rule is ignored.
- (5) **Continuation Coverage:** A Program which covers a person as an active employee, member or subscriber, or as that employee's dependent, is primary to a Program which covers that person under a right of continuation pursuant to federal law (e.g., COBRA) or state law. If the other Program does not have this rule, and if, as a result, the Programs do not agree on the order of benefits, this rule is ignored.
- (6) **Longer/Shorter Time Covered:** The Program which covered a person longer is primary to the Program which covered the person for the shorter time.
- (7) **No Rules Apply:** If none of the above rules determine the order of benefits, the Allowable Expenses shall be shared equally among all the Programs. However, in no event will This Program pay more than it would if it were the Primary Program.

C. EFFECT ON BENEFITS OF THIS PROGRAM.

If This Program is the Secondary Program, the benefits of This Program will be reduced when the sum of:

- (1) the benefits that would be payable for the Allowable Expenses under This Program in the absence of this coordination of benefits provision; and
- (2) the benefits that would be payable for the Allowable Expenses under all other Programs in the absence of provisions with a purpose like that of this coordination of benefits provision, whether or not claim is made;

exceeds those Allowable Expenses in a Claim Determination Period. In that case, the benefits of This Program will be reduced so that they and the benefits payable under the other Programs do not total more than those Allowable Expenses.

When the benefits of This Program are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of This Program.

D. RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION.

Certain facts are needed to apply these coordination of benefits rules. Prudential has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. Prudential need not tell, or get the consent of, any person or organization to do this. To obtain all benefits available, a Covered Person who incurs Allowable Expenses should file a claim under each Program which covers the person. Each person claiming benefits under This Program must give Prudential any facts it needs to pay the claim.

E. FACILITY OF PAYMENT.

A payment made under another Program may include an amount which should have been paid under This Program. If it does, Prudential may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Program. Prudential will not have to pay that amount again. The term "payment made" includes benefits provided in the form of services, in which case Prudential may pay the reasonable cash value of the benefits provided in the form of services.

F. RIGHT OF RECOVERY.

If the amount Prudential pays is more than it should have paid under This Program, it may recover the excess. It may get such recovery or payment from one or more of:

- the persons it has paid or for whom it has paid;
- insurance companies; or
- other organizations.

The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 COB 5019

The variable material within this form is set forth in brackets and noted by Marginal Notes. The variable material will be changed only as indicated in the Marginal Note explanations shown below.

Marginal Notes

1. This item may be omitted.

General Information

CLAIM RULES

1

Filing a Claim: [Claim forms needed to file for benefits under the Dental Coverage can be obtained:

- by calling Prudential at 1-800-XXX-XXXX; or
- by downloading the forms from www.prudential.com/dental; or
- from the Employer.]

Claims for Dental Coverage Benefits: When a claimant files a claim for Dental Coverage benefits described in this Group Insurance Certificate, both the notice of claim and the required Proof should be sent to Prudential within [180 days] of the date of a loss.

Notice of claim and Proof may be given to Prudential by following the steps set forth below.

Step 1: A claimant can get a claim form as described under the Filing a Claim provision above.

Step 2: If the claimant calls Prudential to request a claim form, Prudential will send the claim form to the claimant within [15 days] of the request. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim.

Step 3: When the claimant receives the claim form, the claimant should fill it out as instructed and return it with the required Proof described in the claim form.

If the claimant does not receive a claim form within [15 days] after giving Prudential notice of claim, Proof may be sent using any form sufficient to provide Prudential with the required Proof.

Claims submitted to Prudential must identify the treatment rendered using the American Dental Association Uniform Code on Dental Procedures and Nomenclature or by narrative description. Prudential reserves the right to request x-rays, narratives and other diagnostic information, as it sees fit, to determine benefits.

Step 4: The claimant must give Prudential Proof not later than [180 days] after the date of the loss.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible[, but not later than one year after the time notice and Proof are otherwise required, except in the absence of legal capacity].

2

Time Limit on Legal Actions: A legal action on a claim for Dental Coverage benefits may only be brought against Prudential during a certain period. This period begins [60 days] after the date Proof is filed and ends [3 years] after the date such Proof is required.

3

[ASSIGNMENTS

The rights and benefits under the Group Contract are not assignable prior to a claim for benefits, except as required by law.

Upon receipt of a Covered Service, you may assign Dental Coverage benefits to the Dentist providing that service.]

TO WHOM BENEFITS ARE PAID

- 4 If you assign payment of Dental Coverage benefits to [your or your Qualified Dependent's] Dentist, Prudential will pay benefits directly to the Dentist. Otherwise, Prudential will pay the Dental Coverage benefits to you.
- 5 Any benefits unpaid at your death will be paid to [your estate], unless you had previously assigned the benefits.
- 6 Exception: Whenever a law or court order requires payment of dental benefits under the Group Contract to be made to a person [or facility] other than you, the payment will be made to that person or facility.

INCONTESTABILITY OF INSURANCE

This limits Prudential's use of [a person's] statements in contesting insurance under the Coverage for which [the person] is covered. These are statements made to persuade Prudential to effect that Coverage. They will be considered to be made to the best of [the person's] knowledge and belief. These rules apply to each statement:

- (1) It will not be used in a contest to avoid [a person's] insurance or reduce benefits under the Coverage unless:
- (a) It is in a written instrument signed by [the person]; and
 - (b) A copy of that instrument is or has been furnished to [the person].
- (2) It will not be used in the contest after [the person's] insurance has been in force, before the contest, for at least two years during [the person's] lifetime.

6 [ADJUSTMENTS IN BENEFITS BECAUSE OF AGE MISSTATEMENTS]

If the benefits of the Coverage depend on age, and a Covered Person's age is found to have been misstated, the benefits of the Coverage for that person will then be changed to those that apply to the person's correct age.]

OVERPAYMENTS

- 6 **Recovery of Dental Coverage Overpayments:** Prudential has the right to recover any amount that it determines to be an overpayment[, whether for services received by you or your Qualified Dependents].

An overpayment occurs if Prudential determines that:

- the total amount paid by Prudential on a claim for Dental Coverage is more than the total of the benefits due to you under this Group Insurance Certificate; or
- payment Prudential made should have been made by another group plan.

If such overpayment occurs, you have an obligation to reimburse Prudential.

How We Recover Overpayments: Prudential may recover the overpayment from you by:

- stopping or reducing any future benefits payable for Dental Coverage;

- demanding an immediate refund of the overpayment from you; and
- taking legal action.

We may recover such overpayment in accordance with that agreement.

If the overpayment results from Prudential's having made a payment to you that should have been made under another group plan, Prudential may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

IDENTIFICATION (ID) CARDS

Any identification cards (called ID cards below) issued by Prudential in connection with insurance under the dental coverage of the Group Contract are for identification only and remain the property of Prudential. Possession of an ID card does not convey any rights to benefits under the Group Contract. If any Covered Person permits another person to use the Covered Person's ID card, Prudential may invalidate that Covered Person's ID card.

RELATIONSHIP AMONG PARTIES AFFECTED BY THE GROUP CONTRACT

The relationship between Prudential and any In-Network Dentist is that of an independent contractor. No In-Network Dentist is an agent or employee of Prudential, nor is Prudential or any employee of Prudential an employee or agent of an In-Network Dentist. Each In-Network Dentist will maintain the provider-patient relationship with Covered Persons under the Group Contract and is solely responsible to Covered Persons for all supplies and services furnished to Covered Persons.

The Contract Holder, its agents, representatives or employees, or any Covered Person under the Group Contract is not the agent or representative of Prudential. Prudential will not be liable for any acts or omissions of the Contract Holder, its agents, representatives or employees or of any Covered Person under the Group Contract. Further, the Contract Holder, its agents, representatives or employees, or any Covered Person under the Group Contract will not be liable for any acts or omissions of Prudential, its agent or employees, or of any dental care provider with which Prudential, its agents or employees make arrangements for furnishing supplies and services to Covered Persons.

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 BGI 5009

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as numbers and times which may be varied to fit an individual case.

The term “you”, “person” or “Employee” may be replaced by the term “Member”, “Participant” or other appropriate term describing a member of the group insured.

The term “Contract Holder” may be changed to “Employer” or to the name of the Contract Holder or Employer or may be replaced by other appropriate terms.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item may be revised to delete any bulleted item or to show alternate methods of obtaining a claim form.
2. This item may be deleted unless required by state law.
3. This item may be deleted, or the first sentence may be deleted.
4. This item may be revised to delete reference to the Employee or Qualified Dependents.
5. This item may be revised to show that benefits may be paid to any of the following: spouse or Domestic Partner, parents, children, siblings or any unpaid provider of dental care services. Domestic Partner will be deleted if not permitted by state law. Domestic Partner may also be revised to show alternate eligibility where required or permitted by state law. For example, Domestic Partner may be changed to Registered Domestic Partner or Civil Union Partner in the states where it is required.
6. This item may be deleted.

General Information

CLAIM RULES

1

Filing a Claim: [Claim forms needed to file for benefits under the Dental Coverage can be obtained:

- by calling Prudential at 1-800-XXX-XXXX; or
- by downloading the forms from www.prudential.com/dental; or
- from the Employer.]

Claims for Dental Coverage Benefits: When a claimant files a claim for Dental Coverage benefits described in this Group Insurance Certificate, both the notice of claim and the required Proof should be sent to Prudential within [180 days] of the date of a loss.

Notice of claim and Proof may be given to Prudential by following the steps set forth below.

Step 1: A claimant can get a claim form as described under the Filing a Claim provision above.

Step 2: If the claimant calls Prudential to request a claim form, Prudential will send the claim form to the claimant within [15 days] of the request. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim.

Step 3: When the claimant receives the claim form, the claimant should fill it out as instructed and return it with the required Proof described in the claim form.

If the claimant does not receive a claim form within [15 days] after giving Prudential notice of claim, Proof may be sent using any form sufficient to provide Prudential with the required Proof.

Claims submitted to Prudential must identify the treatment rendered using the American Dental Association Uniform Code on Dental Procedures and Nomenclature or by narrative description. Prudential reserves the right to request x-rays, narratives and other diagnostic information, as it sees fit, to determine benefits.

Step 4: The claimant must give Prudential Proof not later than [180 days] after the date of the loss.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible[, but not later than one year after the time notice and Proof are otherwise required, except in the absence of legal capacity].

2

Time Limit on Legal Actions: A legal action on a claim for Dental Coverage benefits may only be brought against Prudential during a certain period. This period begins [60 days] after the date Proof is filed and ends [3 years] after the date such Proof is required.

3

[ASSIGNMENTS

The rights and benefits under the Group Contract are not assignable prior to a claim for benefits, except as required by law.

Upon receipt of a Covered Service, you may assign Dental Coverage benefits to the Dentist providing that service.]

TO WHOM BENEFITS ARE PAID

- 4 If you assign payment of Dental Coverage benefits to [your or your Qualified Dependent's] Dentist, Prudential will pay benefits directly to the Dentist. Otherwise, Prudential will pay the Dental Coverage benefits to you.
- 5 Any benefits unpaid at your death will be paid to [your estate], unless you had previously assigned the benefits.
- 6 Exception: Whenever a law or court order requires payment of dental benefits under the Group Contract to be made to a person [or facility] other than you, the payment will be made to that person or facility.

INCONTESTABILITY OF INSURANCE

This limits Prudential's use of [a person's] statements in contesting insurance under the Coverage for which [the person] is covered. These are statements made to persuade Prudential to effect that Coverage. They will be considered to be made to the best of [the person's] knowledge and belief. These rules apply to each statement:

- (1) It will not be used in a contest to avoid [a person's] insurance or reduce benefits under the Coverage unless:
 - (a) It is in a written instrument signed by [the person]; and
 - (b) A copy of that instrument is or has been furnished to [the person].
- (2) It will not be used in the contest after [the person's] insurance has been in force, before the contest, for at least two years during [the person's] lifetime.

6 [ADJUSTMENTS IN BENEFITS BECAUSE OF AGE MISSTATEMENTS]

If the benefits of the Coverage depend on age, and a Covered Person's age is found to have been misstated, the benefits of the Coverage for that person will then be changed to those that apply to the person's correct age.]

OVERPAYMENTS

- 6 **Recovery of Dental Coverage Overpayments:** Prudential has the right to recover any amount that it determines to be an overpayment[, whether for services received by you or your Qualified Dependents].

An overpayment occurs if Prudential determines that:

- the total amount paid by Prudential on a claim for Dental Coverage is more than the total of the benefits due to you under this Group Insurance Certificate; or
- payment Prudential made should have been made by another group plan.

If such overpayment occurs, you have an obligation to reimburse Prudential.

How We Recover Overpayments: Prudential may recover the overpayment from you by:

- stopping or reducing any future benefits payable for Dental Coverage;

- demanding an immediate refund of the overpayment from you; and
- taking legal action.

We may recover such overpayment in accordance with that agreement.

If the overpayment results from Prudential's having made a payment to you that should have been made under another group plan, Prudential may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

IDENTIFICATION (ID) CARDS

Any identification cards (called ID cards below) issued by Prudential in connection with insurance under the dental coverage of the Group Contract are for identification only and remain the property of Prudential. Possession of an ID card does not convey any rights to benefits under the Group Contract. If any Covered Person permits another person to use the Covered Person's ID card, Prudential may invalidate that Covered Person's ID card.

6

[RELATIONSHIP AMONG PARTIES AFFECTED BY THE GROUP CONTRACT

The Contract Holder, its agents, representatives or employees, or any Covered Person under the Group Contract is not the agent or representative of Prudential. Prudential will not be liable for any acts or omissions of the Contract Holder, its agents, representatives or employees or of any Covered Person under the Group Contract. Further, the Contract Holder, its agents, representatives or employees, or any Covered Person under the Group Contract will not be liable for any acts or omissions of Prudential, its agent or employees.]

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 BGI 5013

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as numbers and times which may be varied to fit an individual case.

The term “you”, “person” or “Employee” may be replaced by the term “Member”, “Participant” or other appropriate term describing a member of the group insured.

The term “Contract Holder” may be changed to “Employer” or to the name of the Contract Holder or Employer or may be replaced by other appropriate terms.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item may be revised to delete any bulleted item or to show alternate methods of obtaining a claim form.
2. This item may be deleted unless required by state law.
3. This item may be deleted, or the first sentence may be deleted.
4. This item may be revised to delete reference to the Employee or Qualified Dependents.
5. This item may be revised to show that benefits may be paid to any of the following: spouse or Domestic Partner, parents, children, siblings or any unpaid provider of dental care services. Domestic Partner will be deleted if not permitted by state law. Domestic Partner may also be revised to show alternate eligibility where required or permitted by state law. For example, Domestic Partner may be changed to Registered Domestic Partner or Civil Union Partner in the states where it is required.
6. This item may be deleted.

Complaints and Appeals

[A Covered Person] may occasionally encounter situations where Prudential's performance does not meet expectations. When this occurs, [the Covered Person] or [the Covered Person's] authorized representative may call Prudential to resolve a Complaint. In some situations, [a Covered Person] may choose to file an Appeal regarding an Adverse Benefit Determination. Prudential will consider all the facts and handle all Complaints and Appeals promptly and fairly.

"Adverse Benefit Determination" means a notice of denial, reduction or termination of benefits or the failure to provide or pay for benefits.

Please note that benefits are paid only if the services provided are Dentally Necessary, as determined by Prudential, and are Covered Services under the Dental Coverage of this Group Insurance Certificate.

Complaints: A Complaint is an expression of dissatisfaction that may be resolved on an informal basis. Complaints may be expressed by telephone and are handled by the Customer Services Department. The Customer Services Department may involve one or more of the Prudential staff members or providers before making a determination. The objective is to review all the facts and to handle the Complaint as quickly and as courteously as possible.

Appeals: If an issue in dispute relates to an Adverse Benefit Determination and [the Covered Person] and/or [the Covered Person's] authorized representative is dissatisfied with resolution of the Complaint or does not wish to first file a Complaint, [the Covered Person] or [the Covered Person's] authorized representative may file an Appeal. Appeals must be made within 180 days of the Adverse Benefit Determination.

The address for the Appeals Department is:

[The Prudential Insurance Company of America
Appeals Department
123 Main Street
City, State XXXXX]

[The Covered Person] or [the Covered Person's] authorized representative may ask Prudential to appoint a staff member to assist with the Appeal at any time during the process.

FIRST LEVEL APPEAL

[The Covered Person] or [the Covered Person's] authorized representative may file a First Level Appeal by sending us a letter describing the reason for the Appeal. The Appeal will be reviewed by the First Level Appeals Committee. The committee members will have no prior involvement in the case and will not be subordinates of the individual who rendered the Adverse Benefit Determination. For Appeals based in whole or in part on dental judgment, the committee will include a Dentist. If necessary, the committee will consult a health care professional, or professionals, who have appropriate training and experience in the field of dentistry related to the subject of the Adverse Benefit Determination.

First Level Appeals are concluded as follows:

Urgent Care Appeals: First Level Urgent Care Appeals will be completed within 36 hours after receipt of the First Level Appeal request. Prudential will notify [the Covered Person] and/or [the

Covered Person's] authorized representative verbally and provide a follow-up written notice within 36 hours after receipt of the First Level Appeal request.

Pre-Service Appeals: Requests for First Level Pre-Service Appeals will be acknowledged by letter within 5 working days of receipt of the First Level Appeal request. Prudential will complete its investigation and notify [the Covered Person] and/or [the Covered Person's] authorized representative within 15 calendar days of receipt of the First Level Appeal request. But, with [the Covered Person's] permission, Prudential may delay the resolution of the First Level Appeal for 30 calendar days if Prudential has not received adequate information.

Post-Service Appeals: Requests for First Level Post-Service Appeals will be acknowledged by letter within 5 working days of receipt of the First Level Appeal request. Prudential will complete its investigation and notify [the Covered Person] and/or [the Covered Person's] authorized representative within 30 calendar days from the date of receipt of the First Level Appeal request. But, with [the Covered Person's] permission, Prudential may delay the resolution of the First Level Appeal for 30 calendar days if Prudential has not received adequate information.

Prudential's written notification to [the Covered Person] or [the Covered Person's] authorized representative will provide the reason for the decision. Prudential's notice will give [the Covered Person] or [the Covered Person's] authorized representative instructions on how to proceed to a Second Level Appeal. If [the Covered Person] or [the Covered Person's] authorized representative is still dissatisfied with the decision, [the Covered Person] or [the Covered Person's] authorized representative may request a Second Level Appeal in accordance with the instructions provided in the notice. The request must be made within 60 calendar days of Prudential's response to the First Level Appeal.

SECOND LEVEL APPEAL

If the Covered Person disagrees with the First Level Appeal decision, [the Covered Person] or [the Covered Person's] authorized representative may file a Second Level Appeal. The request must be in writing, and submitted to Prudential within 60 calendar days from the date of its response to the First Level Appeal. The Appeal will be reviewed by the Second Level Appeals Committee. In the case of Appeals based in whole or in part on dental judgment, the committee will include a Dentist. If necessary, the committee will consult with a health care professional, or professionals, who have appropriate training and experience in the field of dentistry related to the subject of the Adverse Benefit Determination. None of the committee members will have been involved in previous decisions concerning the request.

The Second Level Appeals Committee meeting will be convened so that the Second Level Appeal can be concluded within the time periods specified below. [The Covered Person] or [the Covered Person's] authorized representative will be notified in advance of the place, date and time of the Second Level Appeals Committee meeting and of the right to receive, free of charge, reasonable access to and copies of documentation relevant to the Appeal. Any supporting material may be submitted before and at the meeting. [The Covered Person] may also be represented by a person of his or her choice.

Second Level Appeals are concluded as follows:

Urgent Care Appeals: Second Level Urgent Care Appeals will be completed within 36 hours after receipt of the Second Level Appeal request. Prudential will notify [the Covered Person] and/or [the Covered Person's] authorized representative verbally and provide a follow-up written notice within 36 hours after receipt of the Second Level Appeal request.

Pre-Service Appeals: Requests for Second Level Pre-Service Appeals will be acknowledged by letter within 5 working days of receipt of the Second Level Appeal request. Prudential will complete

its investigation and notify [the Covered Person] and/or [the Covered Person's] authorized representative within 15 calendar days of receipt of the Second Level Appeal request. But, with [the Covered Person's] permission, Prudential may delay the resolution of the Second Level Appeal for 30 calendar days if Prudential has not received adequate information.

Post-Service Appeals: Requests for Second Level Post-Service Appeals will be acknowledged by letter within 5 working days of receipt of the Second Level Appeal request. Prudential will complete its investigation and notify [the Covered Person] and/or [the Covered Person's] authorized representative within 30 calendar days from the date of receipt of the Second Level Appeal request. But, with [the Covered Person's] permission, Prudential may delay the resolution of the Second Level Appeal for 30 calendar days if it has not received adequate information.

Prudential's written notification to [the Covered Person] or [the Covered Person's] authorized representative will provide the reason for the decision.

1

[CIVIL ACTION]

In the event a Covered Person is not satisfied with the outcome of the above appeal procedure, and the Covered Person is a participant or beneficiary of an employee welfare benefit plan under ERISA, the Covered Person may have the right to bring a civil action under ERISA Section 502(a). If Prudential fails to follow the established appeal procedure, the Covered Person will be entitled to pursue civil action before completing the appeal process. Please see the employer-sponsored benefit plan's Summary Plan Document for a complete statement of any ERISA rights a Covered Person may have.]

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 BCA 5001

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as names, addresses and numbers which may be varied.

The term "Covered Person" may be replaced by the term "you", if applicable, or other appropriate term describing a member of the group insured.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item may be deleted or revised for a non-ERISA plan.

SERFF Tracking Number: CMPL-126533994 State: Arkansas
Filing Company: The Prudential Insurance Company of America State Tracking Number: 45188
Company Tracking Number: PRUDENTIAL GROUP DENTAL
TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental
Product Name: Prudential Group Dental
Project Name/Number: Prudential Group Dental /Prudential Group Dental

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification	Approved-Closed	03/29/2010
Comments:		
Attachment:		
AR Readability Certification.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application	Approved-Closed	03/29/2010
Comments:		
We acknowledge this requirement, the applications to be used are being submitted with this filing.		

	Item Status:	Status Date:
Satisfied - Item: Authorization	Approved-Closed	03/29/2010
Comments:		
Authorization		
Attachment:		
Filing Authorization Letter.pdf		

	Item Status:	Status Date:
Satisfied - Item: Cover Letter	Approved-Closed	03/29/2010
Comments:		
Attachment:		
AR GDS Filing Ltr 3-9.pdf		

	Item Status:	Status Date:
Satisfied - Item: Certificate of Compliance with Arkansas Rule and Regulation 19	Approved-Closed	03/29/2010

SERFF Tracking Number: CMPL-126533994 *State:* Arkansas
Filing Company: The Prudential Insurance Company of America *State Tracking Number:* 45188
Company Tracking Number: PRUDENTIAL GROUP DENTAL
TOI: H10G Group Health - Dental *Sub-TOI:* H10G.000 Health - Dental
Product Name: Prudential Group Dental
Project Name/Number: Prudential Group Dental /Prudential Group Dental

Comments:

Attachment:

AR Certif of Compliance with Rule 19 3-9.pdf

READABILITY CERTIFICATION

RE: The Prudential Insurance Company of America
NAIC # 304-68241 FEIN 22-1211670

Separate form numbers have been assigned for each form within the Group Contract and Group Dental Certificate. When issued, the Group Contract Forms will be combined into a Group Contract, and the Group Dental Certificate Forms will be combined into either a PPO Certificate or an Indemnity Certificate. Readability scores are shown for the individual forms as well as the combined documents. This is to certify that the combined scores for the form(s) listed below achieve at least the minimum required score on the Flesch Reading Ease Test.

<u>Group Contract Forms</u>		<u>Readability Scores</u>
<u>Form Number</u>	<u>Form Title</u>	<u>Combined Contract Score = 51</u>
83500 COV 5040	Group Insurance Contract Cover Page	60
83500 GCS 5017	Group Contract Schedule	45
83500 SPR 5010	Schedule of Premium Rates	43
83500 GR 5136	General Rules	53
83500 MOD 5007	Modification of the Group Contract	56
83500 SCH 5012	Schedule of Plans	63
83500 APP 5063	Application	50
83500 APP 5064	Application	55
<u>Group Dental Certificate Forms</u>		
<u>Form Number</u>	<u>Form Title</u>	<u>Combined PPO Certificate Score = 48</u> <u>Combined Indemnity Certificate Score = 47</u>
83500 BCT 5037	Certificate of Coverage	53
83500 BTC 5041	Table of Contents	N/A
83500 BSB 5050	Schedule of Benefits (PPO)	56
83500 BSB 5051	Schedule of Benefits (Indemnity)	56
83500 DEF 5001	Definitions (PPO)	43
83500 DEF 5005	Definitions (Indemnity)	43
83500 BEL 5103	Who is Eligible to Become Insured	58
83500 BTK 5001	Special Rules for Groups Previously Covered Under Other Group Dental Coverage	50
83500 BTE 5117	When Your Insurance Ends	53
83500 DEN R 5001	Dental Coverage (PPO)	42
83500 DEN R 5003	Dental Coverage (Indemnity)	41
83500 COB 5019	Coordination of Benefits	51
83500 BGI 5009	General Information (PPO)	50
83500 BGI 5013	General Information (Indemnity)	52
83500 BCA 5001	Complaints and Appeals	37

Patricia A. Lloyd

Patricia A. Lloyd
Assistant Secretary
March 9, 2010



Prudential

Michael G. Ferrito
Vice President, Information Systems

The Prudential Insurance Company of America
80 Livingston Avenue, Roseland, NJ 07068
Tel 973-548-6251 Fax 973-548-4800
michael.ferrito@prudential.com

December 1, 2009

Re: The Prudential Insurance Company of America
NAIC Company Code: 68241
Group Insurance Contract and Dental Certificate Forms

To: All State Insurance Departments

The Prudential Insurance Company of America hereby authorizes Group Dental Service, Inc. and Compliance Research Services, LLC to represent us in the submission of the subject forms.

Sincerely,

Michael G. Ferrito
Vice President, Information Systems



10921 REED HARTMAN HIGHWAY, SUITE 334
CINCINNATI, OHIO 45242
(Tel) 513.984.6050
(Fax) 513.984.7212
www.crsSOLUTIONSgroup.com

March 9, 2010

To: Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

Re: The Prudential Insurance Company of America
NAIC #304-68241 FEIN #22-1211670

Group Dental Insurance Forms
83500 COV 5040, et al (see attached list of forms)

Dear Commissioner:

Compliance Research Services is pleased to submit the enclosed forms on behalf of The Prudential Insurance Company of America. A letter of filing authorization is enclosed.

The enclosed contract forms may be used with the following group insurance coverages: dental, term life, accident and disability income. The certificate forms provide group dental coverage.

Dental benefits may be provided through PPO network arrangements or on a fee for service basis with no network. Except as noted on the attached list, all forms in this filing may be used with both PPO and indemnity coverages.

These forms may be used with Prudential's 83500 series of forms and any other appropriate group insurance forms on file with the Department.

The variable material in these forms has been indicated by brackets and is subject to change as described in the applicable Explanation of Variable Language.

The filing fee of \$1150.00 is being sent to your Department through electronic funds transfer.

The enclosed forms are new and do not replace any forms currently on file with your Department.

If you have questions concerning this filing, please contact me at 513-984-6050 or at dsimon@crssolutionsgroup.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. David Simon', is written over a horizontal line.

J. David Simon, CLU
President

Arkansas - List of Contract and Dental Certificate Forms

Group Contract Forms

<u>Form Number</u>	<u>Form Title</u>
83500 COV 5040	Group Insurance Contract Cover Page
83500 GCS 5017	Group Contract Schedule
83500 SPR 5010	Schedule of Premium Rates
83500 GR 5136	General Rules
83500 MOD 5007	Modification of the Group Contract
83500 SCH 5012	Schedule of Plans
83500 APP 5063	Application
83500 APP 5064	Application

Group Dental Certificate Forms

<u>Form Number</u>	<u>Form Title</u>
83500 BCT 5037	Certificate of Coverage
83500 BTC 5041	Table of Contents
83500 BSB 5050	Schedule of Benefits (PPO)
83500 BSB 5051	Schedule of Benefits (Indemnity)
83500 DEF 5001	Definitions (PPO)
83500 DEF 5005	Definitions (Indemnity)
83500 BEL 5103	Who is Eligible to Become Insured
83500 BTK 5001	Special Rules for Groups Previously Covered Under Other Group Dental Coverage
83500 BTE 5117	When Your Insurance Ends
83500 DEN R 5001	Dental Coverage (PPO)
83500 DEN R 5003	Dental Coverage (Indemnity)
83500 COB 5019	Coordination of Benefits
83500 BGI 5009	General Information (PPO)
83500 BGI 5013	General Information (Indemnity)
83500 BCA 5001	Complaints and Appeals

Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: The Prudential Insurance Company of America

Form Number(s):	83500 COV 5040	Group Insurance Contract Cover Page
	83500 GCS 5017	Group Contract Schedule
	83500 SPR 5010	Schedule of Premium Rates
	83500 GR 5136	General Rules
	83500 MOD 5007	Modification of the Group Contract
	83500 SCH 5012	Schedule of Plans
	83500 APP 5063	Application
	83500 APP 5064	Application
	83500 BCT 5037	Certificate of Coverage
	83500 BTC 5041	Table of Contents
	83500 BSB 5050	Schedule of Benefits (PPO)
	83500 BSB 5051	Schedule of Benefits (Indemnity)
	83500 DEF 5001	Definitions (PPO)
	83500 DEF 5005	Definitions (Indemnity)
	83500 BEL 5103	Who is Eligible to Become Insured
	83500 BTK 5001	Special Rules for Groups Previously Covered Under Other Group Dental Coverage
	83500 BTE 5117	When Your Insurance Ends
	83500 DEN R 5001	Dental Coverage (PPO)
	83500 DEN R 5003	Dental Coverage (Indemnity)
	83500 COB 5019	Coordination of Benefits
	83500 BGI 5009	General Information (PPO)
	83500 BGI 5013	General Information (Indemnity)
	83500 BCA 5001	Complaints and Appeals

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.

Patricia A. Lloyd

Signature of Company Officer

Patricia A. Lloyd

Name

Assistant Secretary

Title

3/12/10

Date